NOTICE OF REGULAR MEETING OF THE CITY COUNCIL
OF THE CITY OF ST. GEORGE,
WASHINGTON COUNTY, UTAH

Public Notice

Public notice is hereby given that the City Council of the City of St. George, Washington County, Utah, will hold a regular meeting in the City Council Chambers at the St. George City Offices located at 175 East 200 North, St. George, Utah, on Thursday, December 16, 2021 commencing at 5:00 p.m.

The agenda for the meeting is as follows:

Call to Order
Invocation
Flag Salute

1. **Consent Calendar.**

   a. **Consider approval to award bid to Val Kotter & Sons Inc. for the 2022 Sewer Relining Project.**

   BACKGROUND and RECOMMENDATION: This project relines aging sewer mains to extend their useful life. Staff recommends approval to award bid to Val Kotter & Sons Inc. for the 2022 Sewer Relining Project in the amount of $244,152.00.

   b. **Consider approval of a contract between the City and CitizenServe to replace the existing Business License and Code Enforcement programs.**

   BACKGROUND and RECOMMENDATION: An RFP was released on June 17, 2021 to request proposals for a Business License software program that would provide our customers with an online option for submission, renewal, and changes. Staff recommends approval of the contract with CitizenServe.

   c. **Consider approval of a professional services agreement with Alliance Engineering for the design of the Tech Ridge East Access Road.**

   BACKGROUND and RECOMMENDATION: Alliance Engineering designed Cloud Drive (Tech Ridge West Access Road) and is providing engineering services for the development of Tech Ridge. Because of their involvement with the development of Tech Ridge, Public Works has asked Alliance Engineering to provide their services to design the East Access Road. The total cost for the design of the East Access Road is $238,850. This Agreement is contingent upon Legal Department review and approval.

   d. **Consider approval of a professional services agreement with JRCA/Galloway and Company for the design and construction management of Fire Station 1 HQ.**

   BACKGROUND and RECOMMENDATION: The City is acquiring property owned by the Church of Jesus Christ of Latter-day Saints at 85 South 400 East. This location has been designated as the site for a new fire station headquarters to replace the current facility on 1000 East. Staff has selected JRCA/Galloway and Company as the architect and construction project manager based on their extensive experience with public safety facilities. Staff recommends approval.

e. **Consider approval of a professional services agreement with Alpha Engineering/RB&G Engineering for the design of the Graveyard Wash Reservoir Project.**

BACKGROUND and RECOMMENDATION: The Graveyard Wash Reservoir Project is a critical facility that is identified in the City's Secondary Irrigation Master Plan. This reservoir will expand the City's capacity to store irrigation water. This agreement is for the design of the dam and the development of the construction bidding documents. Although this project was not included in the FY22 budget, it is anticipated that ARPA funds will be used for this agreement. Staff recommends approval.

f. **Consider approval of a professional services agreement with Airport IFE Services, Inc for engineering services at the Airport.**

BACKGROUND and RECOMMENDATION: Jviation is the airport Engineering firm and is responsible for designing and overseeing SGU AIP/CIP projects. For projects over $100,000.00, the FAA requires that the City (Sponsor) get an independent fee estimate (IFE) from an independent engineering source to make sure that the chosen engineering firm provides estimates that are within reasonable limits. Airport IFE Services, Inc will serve as the City's independent engineering source. Staff recommends approval.

g. **Consider approval of a reimbursement agreement with Quality Excavation for the installation of a secondary irrigation mainline through the Arbors Subdivision.**

BACKGROUND and RECOMMENDATION: Quality Excavation is currently developing Phases 11, 14, and 15 of the Arbors Subdivision. A main secondary irrigation pipeline needs to be constructed in this area as identified on the Secondary Irrigation Master Plan. This agreement will reimburse Quality Excavation for the installation of the master-planned pipeline. Staff recommends approval.

h. **Consider approval of a reimbursement agreement with Desert Investment Group for the off-site installation of a culinary waterline near the Breckenridge Subdivision area.**

BACKGROUND and RECOMMENDATION: This reimbursement agreement is for the installation of a culinary waterline to be installed in conjunction with the development of the Breckenridge Subdivision. The waterline provides a redundant source of water to the Little Valley area and improves the water quality in the area. This waterline will be installed as part of the Breckenridge Subdivision, but it is an off-site improvement. Staff recommends approval.

i. **Consider approval of Donation Agreement and Warranty Deed for a parcel of land located in the Middleton Wash area at 848 North 1100 East.**

BACKGROUND and RECOMMENDATION: Brent E. Gardner, on behalf of RGM Development, LLC would like to donate a parcel of land containing 1.86 acres, more or less, that serves as a detention basin, wetland, open space, and possible future trail location for the City of St. George, known as Parcel Number SGM-5-3-A-1-A. Staff recommends approval.

j. **Consider approval of a request to Bureau of Land Management to renew a drainage and utility easement (#UTU-71105).**

BACKGROUND and RECOMMENDATION: The existing easement (#UTU-71105) is set to expire June 18, 2023 and is located in the south Bloomington Hills area directly west of Hemlock Circle and is used only for drainage. This renewal is to update the expiration date of the easement and include the right to install and maintain additional utilities within the easement. Staff recommends approval.

k. **Consider approval of an agreement with Friends of Switchpoint for acquisition of the Studio 6 Motel located at 999 East Red Hills Parkway.**

BACKGROUND and RECOMMENDATION: Funding is provided as a pass through from the Governor's Office of Planning and Budget Grant Match program. Staff recommends approval.

l. **Consider approval of the Sixth Amendment to a Loan Agreement between Fort Piece Business Park, L.C., the City of St. George, and Dixie-Rural Electric Association.**

BACKGROUND and RECOMMENDATION: In 1998, Fort Piece Business Park, L.C., the City of St. George, and Dixie-Rural Electric Association, Inc. entered into a Loan Agreement which has subsequently been amended over time. This request is for a Sixth Amendment. The Sixth Amendment defines the full extent of Real Property covered under the Loan Agreement and clarifies the interest rate as per original agreement. Staff recommends approval.

m. **Consider approval of the minutes from the meetings held on November 10, 2021; November 18, 2021; December 2, 2021 (work meeting); December 2, 2021 (regular meeting); December 9, 2021 (work meeting); and December 9, 2021 (emergency meeting).**

2. **Public hearing and consideration of a subdivision amendment for Millcreek Industrial Park Partial Amendment A (Lots 131-135) by adjusting the lot lines and vacating their associated public utility easements.**

BACKGROUND and RECOMMENDATION: This request is to adjust the lot lines between five lots in the Millcreek Industrial Park located on Deseret Drive and grant new easements on the new lot lines as required. The property is zoned M-2. Staff recommends approval.

3. **Presentation of the audited Comprehensive Annual Financial Report (CAFR) for Fiscal Year 2021.**

BACKGROUND and RECOMMENDATION: Presentation of the City's audited 2021 financial statements conducted by Hinton Burdick CPA's & Advisors. Steve Palmer, CPA & Partner, will present. No action is needed.

4. **Consider approval of an ordinance amending Title 7, Chapter 1, Section 1 of City code pertaining to Supervision of Streets to incorporate and adopt a Complete Street Policy.**

BACKGROUND and RECOMMENDATION: This proposed ordinance amendment adopts the Complete Streets Policy and creates the Complete Streets Committee. The Committee would review street projects for conformance to the proposed Complete Streets Policy. Staff recommends approval.

5. **Consider approval of a proposed Complete Streets Policy which provides additional oversight of planning and designing of City streets.**

BACKGROUND and RECOMMENDATION: The proposed Complete Streets Policy establishes ten (10) policy elements to help guide planning, design, and implementation of streets within the City. The proposed policy also describes the Complete Streets Committee and its duties and functions. Staff recommends approval.

6. **Consider approval of an ordinance changing the zone from A-1 (Agricultural) to PD-R (Planned Development Residential) on approximately 26 acres located east of 3000 East Street and north of 1140 South Street to be known as Fields at Mall Drive Residential PD. Case No. 2021-ZC-084**

BACKGROUND and RECOMMENDATION: The underlying general plan land use is MDR (Medium Density Residential) and LDR (Low Density Residential) with adjacent zoning of PD-R (Planned Development Residential), R-1-10 (Single Family Residential), and A-1 (Agricultural). The Planning Commission recommended approval.

7. **Consider approval of an ordinance changing the zone from C-3 (General Commercial) and R-1-10 (Single Family Residential) to PD-C (Planned Development Commercial) on approximately 15 acres located east of 3050 East Street, north of 750 North to be known as Zion Regional Medical Center. Case No. 2021-ZC-076**

BACKGROUND and RECOMMENDATION: The underlying general plan land use is COM (Commercial) with adjacent zoning of C-3 (General Commercial) and R-1-10 (Single Family Residential). The Planning Commission recommended approval.

8. **Consider approval of an ordinance changing the zone from C-3 (General Commercial), M-1 (Manufacturing), and R-1-10 (Single Family Residential) to PD-C (Planned Development Commercial) on approximately 26.99 acres located east of 3050 East Street, north of 750 North Street to be known as St. George White Hills Development. Case No. 2021-ZC-074**

BACKGROUND and RECOMMENDATION: The underlying general plan land use is COM (Commercial) with adjacent zoning of R-1-10 (Single Family Residential), C-3 (General Commercial), and M-1 (Manufacturing). The Planning Commission recommended approval.

9. **Consider approval of an ordinance amending the Southern Hills West PD-C (Planned Development Commercial) zone to change the zoning from PD-R (Planned Development Residential) to PD-C (Planned Development Commercial) on an approximate 0.6 acres and to approve a design and site plan for a new commercial development on approximately 5.1 acres located at the northeast corner of River Road and White Dome Drive to be known as White Dome Commercial. Case No. 2021-ZCA-082**

BACKGROUND and RECOMMENDATION: The proposal is for an approximate 23,000 square feet commercial development. The underlying general plan is COM (Commercial) and HDR (High Density Residential). The Planning Commission recommended approval.

10. **Consider approval of an ordinance amending the Southern Hills West PD-R (Planned Development Residential) zone to approve a conceptual site plan, elevations, landscaping, and parking on approximately 14.96 acres located at the northeast corner of River Road and White Dome Drive to be known as White Dome Apartments. Case No. 2021-ZCA-083**

    BACKGROUND and RECOMMENDATION: The proposal is for a new 280-unit apartment complex development. The underlying general plan is HDR (Hight Density Residential). The Planning Commission recommended approval.

11. **Consider approval of a development agreement between the City and Tech Ridge, L.L.C. for an approximate 180.69-acre development to be located west of Bluff Street and south of 265 South Street to be known as Tech Ridge Mixed-Use Master Planned Development.**

    BACKGROUND and RECOMMENDATION: The proposal is for a new mixed-use master planned development with an emphasis on creating an environment for tech businesses and supporting land uses. Staff recommends approval.

12. **Consider approval of an ordinance changing the zone from OS (Open Space), PD-C (Planned Development Commercial), C-2 (Highway Commercial), and R-3 (Multiple Family Residential) to PD-MU (Planned Development Mixed Use) on approximately 180.69 acres located west of Bluff Street and south of 265 South Street (the former location of the airport) to be known as Tech Ridge. Case No. 2021-ZC-057**

    BACKGROUND and RECOMMENDATION: The underlying general plan land use is COM (Commercial), OS (Open Space), LDR (Low Density Residential), and MDR (Medium Density Residential) with adjacent zoning of PD-C (Planned Development Commercial), C-3 (General Commercial), R-1-8 (Single Family Residential), R-1-10 (Single Family Residential), PD-R (Planned Development Residential), and OS (Open Space). The Planning Commission recommended approval.

13. **Appointments to Boards and Commissions of the City.**

14. **Reports from Mayor, Councilmembers, and City Manager.**

15. **Request a closed session to discuss litigation, property acquisition or sale or the character and professional competence or physical or mental health of an individual.**

Christina Fernandez, City Recorder

December 14, 2021
Date

REASONABLE ACCOMMODATION: The City of St. George will make efforts to provide reasonable accommodations to disabled members of the public in accessing City programs. Please contact the City Human Resources Office, 627-4674, at least 24 hours in advance if you have special needs.

DRAFT

Agenda Item Number : 1a

Request For Council Action

Date Submitted	11/30/2021 08:28 AM
Proposed City Council Date	12/16/2021
Applicant	Cortney McRae
Subject	Consider approval to award bid to Val Kotter & Sons Inc. for the 2022 Sewer Relining Project.
Background	This project relines aging sewer mains to extend their useful life. Staff recommends approval to award bid to Val Kotter & Sons Inc. for the 2022 Sewer Relining Project in the amount of $244,152.00.
Proposed Resolution	Staff recommends approval to award bid to Val Kotter & Sons Inc. for the 2022 Sewer Relining Project in the amount of $244,152.00.
Cost	$244,152.00
Action Taken	
Requested by	John Cazier
File Attachments	21-122bidtabulation113021082806.pdf 2022sewerreliningprojectcouncilagenda113021082806.pdf valkotter113021082806.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	No
Approved in Budget?	Yes **Amount:** 250,000.00

City of St. George
Bid 21-122: 2022 Sewer Relining Project
November 10, 2021

VAL KOTTER & SONS INC
$ 244,152.00

For all Contracts (Bid Awards and Purchase Contracts) over $50,000 Cortney will need to add it to the City Council Agenda for approval. *This form must be submitted to Cortney via email at least 9 days before the Council Meeting Date (i.e. The Tuesday the week before the Council Meeting).*

INSTRUCTIONS: Download the form, complete it, and send it via email to: Cortney.McRae@sgcity.org.

Was this a formal bid? ☒ YES If yes, how many bidders were there? 2
☐ NO

Will you be using a state or other cooperative contract for your purchase?

☐ YES If yes, from whom? _____ Contract # _____
☒ NO

Subject:

☒ Requesting approval to award bid to Val Kotter & Sons Inc for 2022 Sewer Relining Project.
Vendor/Contractor Name Project Title

Applicant: John Cazier (Your Name)

Background: (How would you explain this project to a teenager who doesn't know everything?)

There are aging concrete sewer mains in the city. This project relines failing sewer mains, so that they do not collapse

Cost: $244,152.00

Was this item approved in the budget? ☒ YES Budgeted Amount: $ 250,000.00

☐ NO If no, provide information how the costs of the purchase will be covered:

Has this item been approved by Legal? ☒ YES
(Does the project have an approved contract drafted?) ☐ NO (if not, it cannot be added to the agenda)

ATTACHMENTS: email Cortney any applicable files in PDF (bid tabs, quotes, photos, etc.)

☒ I UNDERSTAND

DRAFT

Agenda Item Number : 1b

Request For Council Action

Date Submitted	11/30/2021 11:29 AM
Proposed City Council Date	12/16/2021
Applicant	CitizenServe
Subject	Consider approval of a contract between the City and CitizenServe to replace the existing Business License and Code Enforcement programs.
Background	An RFP was released on June 17, 2021 to request proposals for a Business License software program that would provide our customers with an online option for submission, renewal, and changes. Staff recommends approval of the contract with CitizenServe.
Proposed Resolution	Staff recommends approval
Cost	$71,500
Action Taken	
Requested by	Brenda Hatch
File Attachments	citizenservecontractwithexhibits11113021112952.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	Yes
Approved in Budget?	Yes **Amount:** 40,000

SERVICE AGREEMENTS BETWEEN ONLINE SOLUTIONS LLC AND CITY OF ST. GEORGE FOR CITIZENSERVE SOFTWARE SERVICE

THIS SERVICE AGREEMENT (the "Agreement") between Online Solutions LLC. ("CitizenServe") with its principal place of business 1101 East Warner, Suite 160, Tempe, Arizona 85284 and the City of St. George, Utah ("Customer") with its principal place of business at 175 E 200 N St. George UT 84770 is made effective as of 01/01/2022 ("Effective Date").

1. **ONLINE SOLUTIONS DELIVERY OF SERVICES:**
   CitizenServe grants to Customer a non-exclusive, non-transferable, limited subscription to access and use the CitizenServe software service in consideration of the fees and terms described in the CitizenServe Order Form and pursuant to the requirements set out in the Request for Proposals, Business License Software #21-089, dated June 17, 2021, Exhibit A, and the terms of the Revised Proposal submitted by CitizenServe, dated October 26, 2021, Exhibit B.

   The subscription will begin on the date specified in the order form which is the date CitizenServe will begin providing services. On this date CitizenServe's responsibilities begin regarding providing support services, infrastructure, backing up data, performing setup and configuration. Implementation and "go live" timelines vary based on the availability and responsiveness of Customer's personnel and on the Customer's priorities and objectives. CitizenServe and Customer agree that they will work collectively on a best-efforts basis to achieve a satisfactory migration from legacy systems and to achieve the Customers implementation objectives. The parties shall substantially comply with the proposed implementation schedule in the Revised Proposal unless they mutually agree to a modification.
2. **CUSTOMER RESPONSIBILITIES:**
   Customer acknowledges it is receiving only a limited subscription to use the Software Service and related documentation, if any, and shall obtain no title, ownership nor any other rights in or to the software, service, and related documentation, all of which title and rights shall remain with CitizenServe. In addition, Customer agrees that this subscription is limited to applications for its own use and may not lease or rent the Service nor offer its use for others. All Customer data is owned by the Customer.

3. **SERVICE LEVELS:**
   CitizenServe will use commercially reasonable efforts to backup and keep the Service and Authorized Website(s) in operation consistent with applicable industry standards and will respond to customers' requests for support during normal business hours.

   THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. CITIZENSERVE DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

4. **TERMINATION:**
   Either party may terminate this agreement for cause if the terminating party gives the other party sixty (60) day's written notice prior to termination. Should Customer terminate without cause after the first date of the term as defined in the CitizenServe Order Form, Customer must pay the balance of the current contracted term and this payment obligation will immediately become due. CitizenServe may terminate services if payments are not received by CitizenServe as specified in the CitizenServe Order Form.

   Upon any termination, CitizenServe will discontinue Services under this agreement; CitizenServe will provide Customer with an electronic copy in MS SQL format of all of Customer's data, if requested; and, provisions of this Agreement regarding Ownership, Liability, Confidentiality and Miscellaneous will continue to survive.

5. **NO THIRD-PARTY RIGHTS**
   The provisions of this agreement are intended to bind the undersigned parties as to each other and are not intended

to and do not create rights in any other person or confer upon any other person any benefits, rights or remedies, and no person is or is intended to be a third-party beneficiary of any of the provisions of this agreement.

6. **ACCEPTABLE USE:**
   Customer represents and warrants that the Services will only be used for lawful purposes, in a manner allowed by law, and in accordance with reasonable operating rules, policies, terms and procedures.

   CitizenServe may, upon misuse of the Services, request Customer to terminate access to any individual and Customer agrees to promptly comply with such request unless such misuse is corrected.

7. **CONFIDENTIALITY:**
   Each party hereby agrees to maintain the confidentiality of the other party's proprietary materials and information, which shall be clearly marked as confidential and must meet the requirements of Utah Code Ann. §63G-2-305, including but not limited to, all information, knowledge, or data not generally available to the public, which is acquired in connection with this Agreement, unless disclosure is required by law. Each party hereby agrees not to copy, duplicate, or transcribe any confidential documents of the other party except as required in connection with their performance under this Agreement or as required by Utah Code Ann. §63G-2-309. Customer acknowledges that the Services contain valuable trade secrets, which are the sole property of CitizenServe, and Customer agrees to use reasonable care to prevent other parties from learning of these trade secrets or have unauthorized access to the Services. CitizenServe will use reasonable efforts to ensure that any CitizenServe contractors maintain the confidentiality of all data provided by Customer including all data entered into the software program.

8. **MISCELLANEOUS PROVISIONS:**
   This Agreement will be governed by and construed in accordance with the laws of the State of Utah.

   CitizenServe may not assign its rights and obligations under this Agreement, in whole or part, without prior written consent of Customer, which consent will not be unreasonably withheld.

9. **ACCEPTANCE:**
   Authorized representatives of Customer and CitizenServe have read the foregoing and all documents incorporated therein and agree and accept such terms effective as of the date first written above.

Customer:	City of St. George	Online Solutions, LLC	
Date:	_____	Date:	_____
Signature:	_____	Signature:	_____
	Michele Randall, Mayor	Print Name:	_____

Attest:

_____
Christina Fernandez, City Recorder

Approved as to form:

_____
Collin Simonsen, Civil Attorney

City of St. George

Request for Proposals

Business License Software
21-089

Issue Date: June 17, 2021

Submission Deadline: July 14, 2021

City of St. George City Hall

175 East 200 North

Community Development Counter

Attention: Brenda Hatch – Community Development

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I. BACKGROUND

The City of St. George has been named the nation's fastest-growing metro area by the United States Census Bureau 2017 analysis. With that pace comes the need to increase efficiency during the business licensing process. The City currently processes approximately 10,000 licenses annually.

II. PROPOSED PROJECT

The City of St. George, acting through its Office of Community Development, is requesting proposals for software and services to implement an electronic business license solution ("Solution"). Said Solution shall allow for an applicant to apply and upload electronic copies of supporting documents through a public facing web portal to apply for a new license as well as renew or make changes to an existing license. The objective of this project is to identify an easy to use system for both the licensee and the City that will meet the City's current and future needs associated with issuing, managing and renewing business licenses.

There are existing systems that the proposal must be able to integrate with. These systems are:

Hyland OnBase
Allpaid Payment Portal
CityInspect
GIS
Tyler Technologies Incode
Docusign

III. TERM OF AGREEMENT

The Solution has a target start date of no later than October 4, 2021 and is further detailed in the Scope of Services section.

Further details will be established in an Independent Contractor Agreement.

IV. SCOPE – OBJECTIVES

- Reduce needed physical footprint by eliminating the need for paper applications and supporting documentation storage areas, thereby reducing the amount of time an employee takes to scan and e-file documents.
- Ability to submit new business license application(s),and rental dwelling application(s), renew existing business licenses, close existing licenses, and apply address changes online without the need for the applicant/business owner to submit any document(s) either by mail or in person, unless otherwise required by the City.
- Ability to interface with payment processor so that licenses can be paid for through the program.

- Ability to effectively and efficiently manage business license processes, which include issuing new licenses, renewal notices, past due notices, violation notices, and inspection notices.
- Ability to tailor license requirement(s) based on applicant's business type.
- Ability to allow citizens, businesses, and staff to look up business licenses through a web interface on the City's website.
- Ability to link with other software, which include but are not limited to State websites (Utah Department of Professional Licensing, Utah Department of Commerce, Utah Department of Agriculture etc.)
- Ability to track changes to licenses, made by both City employees and the licensee.
- Comprehensive reporting capabilities which allow users to produce reports with the following information: new license activity, license renewal activity, past due licenses, cash receipt detail and summary by batch and payment activity, business type, business location, business email, expiration date, and/or origination date.
- Allow for communication to occur through the platform.
- Dashboard functionality for businesses and city staff to monitor the status of review tasks and track their statuses in the workflow through completion.
- Flexible workflow and notification processes so varying applications can be reviewed as required simultaneously by multiple users.
- Support mobile and remote access.
- Support notification via email and text.
- All data entered and collected into the system must remain the sole and exclusive property of the city.
- Ability to enter reminders and receive notifications of reminders
- Ability to route approvals electronically and it would be preferred that approvals are routed to multiple approvers at the same time
- Ability to block / restrict fields (like social security number, tax ID number, etc.) from being viewable in the application based on security settings, including the ability to control which fields are displayed on reports.

The above list should not be considered all-inclusive. The successful bidder is expected to complete the required work, implement the Solution, provide tools for data tracking and reporting, and provide ongoing support for the platform and users.

V. SCOPE – REQUIREMENTS

The Solution will provide internal, external, and third-party users access to a web server-based solution to allow for the submission, review, approval, and tracking of licenses.

The Solution will be a web server-based software program with a web browser interface that allows an estimated 15,000 businesses to apply for a license or renewal through the portal, ask for approval of location changes, and provide any other information or updates to the city which will then be reviewed by the city and accepted, accepted in part, or declined, if a business has multiple locations, which requires a separate license, the business should be able to apply for all licenses without reentering their information on each license

and all related licenses be linked together in some manner, up to twenty (20) internal users to initiate and complete the entire license submission and review process online. The Solution must track all activity in detail and create an audit log for review by anyone with appropriate access rights.

Any required software and software platforms for the proposed Solution will be available to external users free of charge. The proposed Solution must not require the use of browser extensions, e.g., Adobe Flash, Java, or Silverlight.

The proposed Solution will incorporate responsive web design techniques to allow all web pages to be accessed by both mobile and desktop browsers.

The proposal will include the implementation of business process management technology that will replace existing paper-based processes with new electronic document-based processes that are significantly more efficient and cost effective.

A demonstration of the Solution (no longer than two (2) hours) will be required for those who qualify for the short list. This demonstration can be virtual or in person.

A sandbox opportunity (a beta version of the Solution that City users can test and become familiar with) will be required of those who qualify for the limited list.

User training – The vendor must include at least two (2) training sessions at the conclusion of the implementation of the Solution prior to go-live date.

See Appendix A for a list of specific requirements. Responses should include this list with their proposal submission.

VI. QUALIFICATIONS

The following lists the minimum qualification requirements of the respondent(s):

- Three (3) references from agencies that provide business license services comparable to ours or larger.
- See Appendix A

VII. PROPOSAL FORMAT

Proposal should include the following information:

- Cover letter – signed by the person authorized to bind the firm into an agreement
- Contact information (legal name, address, telephone number, and email address)
- Business organization including the date established, Tax Identification number of employees, and brief history of the firm.
- At least three (3) references
- Proposed timeline of testing and implementation
- Proposed budget to fully onboard implementation of the platform, and a proposed maintenance budget for three (3) years, including license fees (with “not to exceed” costs)

- Statement of qualifications, training, and years of prior experience (using Appendix A)

VIII. TIMELINE

EVENT	DATE
RELEASE RFP	June 17, 2021
QUESTION/CLARIFICATION PERIOD	June 17, 2021 – July 02, 2021
QUESTIONS AND RESPONSES POSTED	July 07, 2021
PROPOSALS DUE	July 14, 2021, at 3:00 pm
SHORT LIST NOTIFICATION	July 21, 2021
DEMONSTRATIONS BY SHORT LIST	August 02, 2021 – August 03, 2021
REFERENCE CHECKS FOR SHORT LIST	August 02, 2021 – August 03, 2021
LIMITED LIST NOTIFICATION	August 04, 2021
SAND BOX TESTING FOR LIMITED LIST	August 9, 2021 – August 27, 2021
CONTRACT AWARDED – EXECUTED	September 10, 2021
PROJECT KICK OFF	September 20, 2021
FULL IMPLEMENTATION	No later than October 4, 2021

IX. EVALUATION OF PROPOSALS AND SELECTION PROCESS

The City will review and evaluate each qualification and proposal submission. The City reserves the right to obtain clarification or request additional information, including demonstrations with up to three platforms. Proposals will be evaluated and ranked according to the following criteria:

Criteria	Points
Understanding of the project and scope (Appendix A submission)	1-50
Qualifications/Experience of the team	1-10
Proposed budget and fee structure	1-20
Customer service availability	1-20
Maximum Score	100

Following an evaluation of the proposals, a *short list* will be created. The *short list* will then be given the opportunity to demonstrate their platform to an audience of approximately 10 people. The demonstration is to last no longer than two (2) hours. References for the *short list* may be contacted by the City.

After the *short list* demonstrations and reference checks, a *limited list* will be created. The *limited list* will then be asked to create a *sandbox* environment where City users are able to test the platform independently and ask for clarification on workflows or functionality.

Following the evaluation of the proposals, and the *sandbox* test of the platforms, it is expected that a specific proposal will be recommended to the City Council for approval.

After a mutually acceptable agreement between the City and the selected company proposal has been negotiated, the consultant will be notified to proceed with the project. The general terms and conditions of the contract are set forth in Attachment A, Independent Contractor Agreement. Each company submitting a proposal should become familiar with the Agreement.

If the City and selected company cannot agree on a satisfactory agreement, the City reserves the right to terminate negotiations. The City may then negotiate an agreement with the other companies or do another request for proposals.

The City reserves the right to reject any and all proposal. In addition, the City will not reimburse costs associated with the preparation or presentation of the proposals.

X. RIGHTS TO PROPOSALS

All proposals, upon submission to the City of St. George, shall become the City's property for its use as deemed appropriate. By submitting a proposal, the consultant covenants not to make any claim for or have any right to damages because of any misinterpretation or misunderstanding of the specification, or because of any misinformation or lack of information. Nothing contained in this RFP shall create any contractual relationship between the consultant and the City of St. George. The City accepts no financial responsibility for costs incurred by any consultant in responding to this RFP. The City of St. George has the following prerogatives with regard to proposals submitted:

- To accept or reject any or all proposals
- To award all or part of the project at its discretion
- To adopt any or all parts of a proposal
- To utilize any or all ideas from proposals submitted to request additional information for the purposes of clarification
- To request additional information for the purposes of clarification
- To correct any arithmetic errors in any or all proposals submitted
- To change the deadline for submitting proposals upon appropriate notification to all consultants receiving the RFP
- To accept or negotiate any modifications to the scope and fee of any proposal following the deadline for receipt of all proposals and prior to contract award
- To waive any irregularity or any non-conformity of proposals with this RFP, whether of a technical or substantive nature

XI. DISCLOSURE OF CONTENTS

Upon award of contract, all proposals accepted by the City shall become a matter of public record and shall be regarded as public, with the exception of those elements of each proposal that are identified by the consultant as business or trade secrets and plainly marked as "trade secret," "confidential," or "proprietary." Each element of a proposal that the consultant desires not to be considered a public record must be clearly marked. Any blanket statement (i.e. regarding entire pages, documents, or other non-specific designations) shall not be sufficient and shall not bind the City in any way whatsoever. If disclosure is required under the Utah Government Records Access Management Act (GRAMA) or otherwise by law (despite the consultant's request for confidentiality), the City

shall not in any way be liable or responsible for the disclosure of any such records or part thereof.

XII. AGREEMENT FOR SERVICES

The consultant will enter into an Independent Contractor Agreement (ICA) with the City of St. George based on the contents of the RFP and the consultant's proposal. The City's standard ICA is included as Attachment A. The consultant must include with the proposal a description of any exceptions requested to the standard ICA contract. If there are no exceptions requested, a statement to that effect must be included in the proposal.

XIII. INSURANCE REQUIREMENTS

Prior to executing an Independent Contractor Agreement, the consultant will be required to provide to the City proof of the required insurance and endorsement. Consultants are encouraged to contact their insurance carriers during the proposal stage to ensure that the insurance requirements can be met if selected. Insurance requirements are listed in Section 11 of the attached ICA.

XIV. CITY BUSINESS LICENSE

A City of St. George business license will be required for the consultant's company and any subcontractors.

XV. ASSIGNED REPRESENTATIVES

The City will assign a responsible representative to administer the contract, and to assist the consultant in obtaining information. The consultant also shall assign a responsible representative (project manager) and an alternate, who shall be identified in the proposal. The consultant's representative will remain in responsible charge of the consultant's duties from the notice to proceed through project completion.

If the consultant's primary representative should be unable to continue with the project, then the alternate representative identified in the proposal shall become the project manager. The City's representative shall first approve any substitution of representative or subcontractors identified in the proposal in writing. The City reserves the right to review and approve/disapprove all key staff and subcontractor substitution or removal and may consider such changes not approved to be a breach of contract.

XVI. SUBMISSION OF PROPOSALS

Proposals must be received to the City of St. George, C/O Cortney McRae located at 175 East 200 North, St. George, Utah, by 3:00 pm on July 14, 2021. They should be referenced as RFP # 21-089. Proposals may not be faxed or emailed to the City. Proposals will be opened publicly and the names of those responding to the solicitation will be read aloud. Notice of award will be by means of a written agreement with the selected company.

XVII. PROPOSAL COORDINATOR

The City's coordinator for this project will be Brenda Hatch in the Community Development Department. Questions concerning the scope and specifications of services should be directed to:

Brenda Hatch
City of St. George
175 East 200 North
St. George, UT 84770
435-627-4006
brenda.hatch@sgcity.org

Note that email is the preferred method of communication.

XVIII. ATTACHMENT A (INDEPENDENT CONTRACTOR AGREEMENT)

XX. APPENDIX A – LIST OF SPECIFIC REQUIREMENTS

Requirement	Included (Yes or No)	Cost	Comments
Solution Design			
Solution Implementation			
Flexible workflow and notification processes so varying applications can be reviewed as required			
Solution Demonstration			
Solution Sandbox (beta test)			
Vendor must provide end user training.			
Vendor must provide system administrator exclusive training.			
Vendor should provide pre-recorded online training resources.			
Vendor must provide live online training resources.			
Vendor should provide live, hands-on training resources.			
Vendor must provide online and updated documentation outlining the design of the solution.			
Provide a detailed audit tracking capability that includes every step in the process (I.E. relevant metadata, date, and time that license application was submitted and when it was reviewed and sent back for other supporting documents, when said documentation was uploaded to the system, when supplemental documentation was reviewed and when the license is issued.)			
Display and track supporting documents submissions, re-submittals, and reviews.			
Approval Verbiage Customization			
Response Letter Customization			
Ability to automate the inclusion of application or renewal application comments into electronically generated form letters, which can be sent via email.			
Allow concurrent collaboration and review by multiple staff members and identify which staff member made the comment			
Capability to communicate both internally and externally through platform and store these communications			

Capability to interface with Allpaid (payment provider)			
Dashboard functionality to monitor the status of business licenses and where they are in the workflow			
Provide automatic notifications for internal, external, and third-party users that are configurable at important milestones or prepared at the staff's discretion and sent via email and/or text			
Have role-based security for configuring access of documents and access to menu items			
Reporting functionality for varying tasks (I.E. how many licenses are active, when a license must be renewed, numbers of specific kinds of licenses, .) – reports must be able to export in CSV, PDF, and MS Excel			
Supports both computer and mobile device access			
Ability to meet timeline established in Section VIII of this document			
Exit Strategy – must provide process and pricing to retrieve data if solution is no longer viable for City			
Conflict of Interest			
Letter of Intent			
Product must allow granular access control to limit data, content, and information access based on users' authorization.			
Product must encrypt system data, content, and information while at rest, in transit, and in use. Encryption should use AES-128 encryption standards or higher.			
Please specify if product is hosted on-premises or in the cloud (SaaS/hosted).			
If on-premises, product must support 3-tier architecture deployment.			
If on-premises, product's presentation, and application tiers must be hosted on Windows Server 2016, or 2019.			
If on-premises, product's presentation tier must utilize IIS.			
If on-premises, product's data tier must be stored within a SQL Server 2017 or newer.			

Product must provide web-based access for desktop and mobile versions of Chrome, Edge, Firefox, Opera, and Safari.			
Product must provide business process automation and robotic process automation through a workflow tool suite.			
Product's workflow suite should have the capability to capture email and content, automatically triggering processes and workflows and being automatically saved in the applicant's account.			
Product should have the capability to capture data, search/access content, and perform workflow approvals from mobile devices.			
Product must provide check-in and check-out capabilities to prevent simultaneous editing of files.			
Product should provide the capability to share documents with those outside of the organization.			
Product must provide content classification capabilities.			
Product must provide automated content classification capabilities.			
Product should provide document watermark capabilities.			
Product must provide native repositories with support for external repositories.			
Product should provide case management capabilities.			
Product should provide native reporting, document creation from data results and templates, and analytic features.			
Product must have the capability to create, publish, access, and manage electronic forms and submitted content.			
Product should have the ability to capture electronic signatures or integrate with Docusign to do so.			
Product must integrate with Hyland Onbase with no intermediary software provider operating between the solution and Hyland.			
Product must be able to import csv- or xml-formatted data			
Product must integrate with Google Mail with no intermediary software provider operating between the solution and Google.			

Product must be able to provide a standalone GIS component or the ability to integrate permitting with the existing City of St. George GIS systems.			
Product must have the capability to integrate with other software via API.			
Product must have an API available for external software entities to integrate with.			
Vendor must provide a solution to integrate with Microsoft's Active Directory integration.			
Vendor must provide a solution to integrate with Google Mail, Tyler Technology Incode, and Allpaid			
Vender should install server components.			
Product must have an intuitive, user-friendly interface.			
Product should have the ability to save applicants progress in submitting application and supporting documentation.			
Product should have the ability for the applicant to prepare and submit the business license application, renewals, or changes and supporting documents online through a portal or some other means.			
Product should have the ability for City personnel to accept, accept in part, or deny the application, renewal, or changes.			
Product should have the ability for applicants to do multiple licensing applications or renewals without the need to re-enter their information on each application.			
Product should have the ability to link or associate multiple licenses.			
Product should have the ability to notify the applicant of missing information or status updates.			
Product should have high user satisfaction.			
Product should provide user password retrieval form the software without having to contact the city or consultants company.			
Vendor must provide or facilitate unlimited customer support to City personnel during vendor's business hours.			
If applicable, vendor must escalate support to software provider when necessary, while maintaining intermediary communication and support with the City.			

Vendor must provide procedures for emergency after-hours support.			
Vendor must provide a list of company holidays.			
Vendor must provide contact points for customer service.			
Vendor should provide a training manual or online resource that explains user processes and answers FAQs.			
Vendor must provide a dedicated project manager for implementation and ongoing change request support after project go-live. Additional support representatives must be available as well to perform routine support work such as canceling a file uploaded in error or pulling a printed document before it is mailed.			
Vendor must provide weekly status updates during all project implementations.			
Product must have the ability to transfer current data into this program and to transfer all data to a new program.			

REVISED Proposal for St. George, UT

Business License Software – RFP #21-089

October 26, 2021

Prepared by
Kara McFall, PMP
Online Solutions, LLC (DBA Citizenserve)
1101 E Warner Rd, Suite 160
Tempe, Arizona 85284
Phone: 800.325.9818 x709
Fax: 800.325.9818
proposals@citizenserve.com

COVER LETTER

October 26, 2021

Ms. Brenda Hatch
Development Services Office Supervisor
175 East 200 North
St. George, UT 84770

Dear Ms. Hatch,

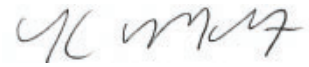
Citizenserve is pleased to submit this revised proposal in response to the City's RFP for Business License Software. This version has a single correction to the price tables in Section 4.2.1:

- The list of costs reflected in Section 4.2.1 has been updated to include integration to ESRI ArcGIS. Please note that **the original project cost included the cost for this integration and was correct**; the line item itself was missing from the table.

We also deleted Section 4.2.2 for clarity, since we will be using Citizenserve's standard billing cycle.

We are grateful for the opportunity to provide this revised proposal. This proposal and the pricing in this proposal are valid until October 26, 2022.

Sincerely,



Kara McFall, Manager
Online Solutions, LLC (DBA Citizenserve)
1101 E Warner Rd Suite 160, Tempe, AZ 85284
800-325-9818 x709 (phone), 800-325-9818 (fax)
proposals@citizenserve.com

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SECTION 1 – CITIZENSERVE PROFILE

1.1 Citizenserve Contact Information

Legal Name and Address:
Online Solutions, LLC (DBA Citizenserve)
1101 E Warner Rd, Suite 160
Tempe, AZ 85284

Phone: 800-325-9818

Email: proposals@citizenserve.com

1.2 Citizenserve Organization

Citizenserve was started as an internet software service in 2003. Citizenserve is a limited liability company. The federal tax identification number is **57-1152874**.

Citizenserve has 36 staff members. Citizenserve does not have a traditional software salesforce. Our entire organization is focused on customer service and customer-requested product enhancements. Our staff members are allocated as follows:

- Marketing: 2
- Implementation and Technical Support: 19
- Research and Development: 12
- Administrative: 3

1.3 Citizenserve History

Online Solutions, LLC (DBA Citizenserve) has 18 years of experience solving the problems the City seeks help with. We have used the names Online Solutions and Citizenserve since the inception of the company in 2003. Community development software and services are the only software and services the company has ever provided. There have been no acquisitions in the company history; all growth has been organic under the same company leadership. There have been no customer disputes, litigation, or failed implementations in the company's history. Our unlimited support model extends our relationships with our customers, ensuring that when they have a question or issue, we are available to provide timely assistance and problem resolution.

Citizenserve is a cloud-based software-as-a-service (SaaS) solution for municipal community development. The solution covers all aspects of business licensing, permitting, inspections, code enforcement, planning and zoning, request tracking, and case management. All functionality is extended to an online portal, creating a complete electronic relationship with a municipality's constituents.

Our existing client base consists of cities, towns, villages, counties, and other municipalities throughout the United States that have community development functions; we have focused exclusively on public sector customers since the beginning of the company. We have nearly 400 customers, some of whom have been using Citizenserve since the inception of the company. All of our customers are located in the United States with the exception of one international customer in the Bahamas.

Citizenserve is only provided as a cloud-based subscription. When Citizenserve was started as an internet software service in 2003, the model was uncommon; we were among the first to identify the benefit for community development customers of a cloud-based solution accompanied by unlimited support. There is only one version of the software that all customers use; no one gets left behind in an old, unsupported version. Updates and enhancements to the software are provided twice monthly and are included in all subscriptions at no additional charge.

SECTION 2 – CITIZENSERVE REFERENCES

We have provided four references for the City on the following pages.

Reference 1: Spanish Fork, Utah	
Contact Name: Dave Anderson	**Contact Title:** Community Development Director
Contact Phone: 801-804-4582	**Contact Email:** danderson@spanishfork.org
Citizenserve Modules: Business Licensing, Permitting, Code Enforcement, Online Portal, Chat.	**Additional Services:** Systems Integration

Reference 2: Caldwell, Idaho	
Contact Name: Brett Clark	**Contact Title:** Building Official
Contact Phone: 208-455-4658	**Contact Email:** bclark@cityofcaldwell.org
Citizenserve Modules: Permitting, Planning & Zoning, Licensing, Code Enforcement, Online Portal.	**Additional Services:** Systems Integration (Laserfiche, ProjectDox, payment processor, Springbrook, GIS) and Data Migration/Conversion (Accela and Blueprince)

Reference 3: Redmond, Washington	
Contact Name: Denise Shinoda	**Contact Title:** Business Licensing
Contact Phone: 425-556-2131	**Contact Email:** dshinoda@redmond.gov
Citizenserve Modules: Business Licensing, Online Portal.	**Additional Services:** Data Migration/Conversion

Reference 4: Payson, Utah	
Contact Name: Jon Snelgrove	**Contact Title:** Building Official
Contact Phone: 801-465-5214	**Contact Email:** jons@payson.org
Citizenserve Modules: Permitting, Planning & Zoning, Code Enforcement, Online Portal.	**Additional Services:** Data Migration/Conversion

SECTION 3 – CITIZENSERVE APPROACH AND DRAFT TIMELINE

3.1 Citizenserve Implementation Approach

It is important to understand we are not designing, developing or implementing a system. The system is already designed, developed, implemented, and serving thousands of community development professionals, businesses, citizens, and contractors for hundreds of municipalities. In other words, with a cloud or SaaS solution the City is renting a building rather than constructing a building. The City is therefore just moving into a software solution that is already in place.

We follow an agile methodology for our project implementations; our approach involves the following steps.

Completion of the Setup Checklist: The Citizenserve account manager will provide a Setup Checklist of supporting documentation that will be required to begin the setup. The supporting documentation typically includes items like copies of license applications, fee structures, notices and forms, etc. The City's team will work to gather all of the documentation and information included in the Setup Checklist. Gathering all of the documentation on the setup document prior to project kickoff ensures the most efficient implementation.

Project Kickoff: The project kickoff meeting includes the key City and Citizenserve team members. The Citizenserve project manager will work with the City's project manager to develop the agenda for the kickoff meeting and any supporting materials such as a PowerPoint presentation. Key components of the project will be discussed including roles, responsibilities, timeline, and objectives. The Citizenserve project manager will provide a report summarizing the meeting and assigning action items.

Initial Setup: The Citizenserve implementation manager will work from the information on the Setup Checklist to configure the system; typically, the initial setup comprises 50% of the entire setup.

System Walkthroughs: Once the initial setup is complete a weekly meeting will be scheduled with the customer team and the implementation manager. The Citizenserve implementation manager will familiarize the City's team members on Citizenserve at the beginning of the walkthroughs to enable the team to make informed decisions on configurations and workflows.

During the walkthrough meetings, the team will review each area of the system and make a list of changes or additions. The walkthroughs are an iterative process that allows the customer to clarify or improve upon existing processes and configure Citizenserve to support those processes.

Data Conversion: Once the setup for a module is nearly complete, the Citizenserve team will begin creating programs to convert and import the related legacy data; this process cannot take place until all custom fields for the Citizenserve Business Licensing and Code Enforcement modules that are related to the legacy systems have been identified and configured in Citizenserve. The City team members will have the opportunity to review the converted data; changes will be made to the conversion script as needed. The data conversion import can be modified and run as many times as needed to ensure the accuracy of imported data. Once the converted data has been thoroughly tested, the Citizenserve project manager will request signoff on the data conversion.

We typically perform data conversion by module and are recommending this approach for the City. We will convert the City's business licensing data from Incode Tyler during the business licensing implementation, and will later convert the City's code enforcement data from Comcate during the code enforcement implementation.

Configuration of the integrations. The requirements for the configuration of the integrations will be gathered during the weekly walkthroughs. The Citizenserve system architect will develop the scripts for the integration points on the Citizenserve side (development of code to export data from or accept data into Citizenserve); if an API is not available, the City's technical resources will be responsible for developing the code to export data to Citizenserve or accept data from Citizenserve. The City's team will test the data exchanged between Citizenserve and the external systems and will provide feedback on needed changes.

Training: Prior to go live, staff members will be trained online in small groups. Each training session will focus on that group's core job responsibilities. Most users attend one or two training sessions that last up to four hours; additional one-on- one training sessions can be scheduled for users who would benefit from additional training. We can record any or all of the training sessions and make the training videos available online. Unlimited training is included post go live as part of Citizenserve's unlimited support.

We will create a training environment that contains the City's configuration and data; the City's users and system administrators will therefore be training using an environment in which they are familiar. This training environment will be available in the pre go-live training sessions and can be made available for additional post go-live training.

Go Live: Final data is typically provided on a Friday afternoon. Over the weekend all test data is removed from the system and the legacy data is converted. The weekly walkthrough meetings typically continue for 2-4 weeks after go live to identify any issues or changes that could be beneficial; the City decides when they are comfortable with the system and no longer require the weekly walkthrough meetings.

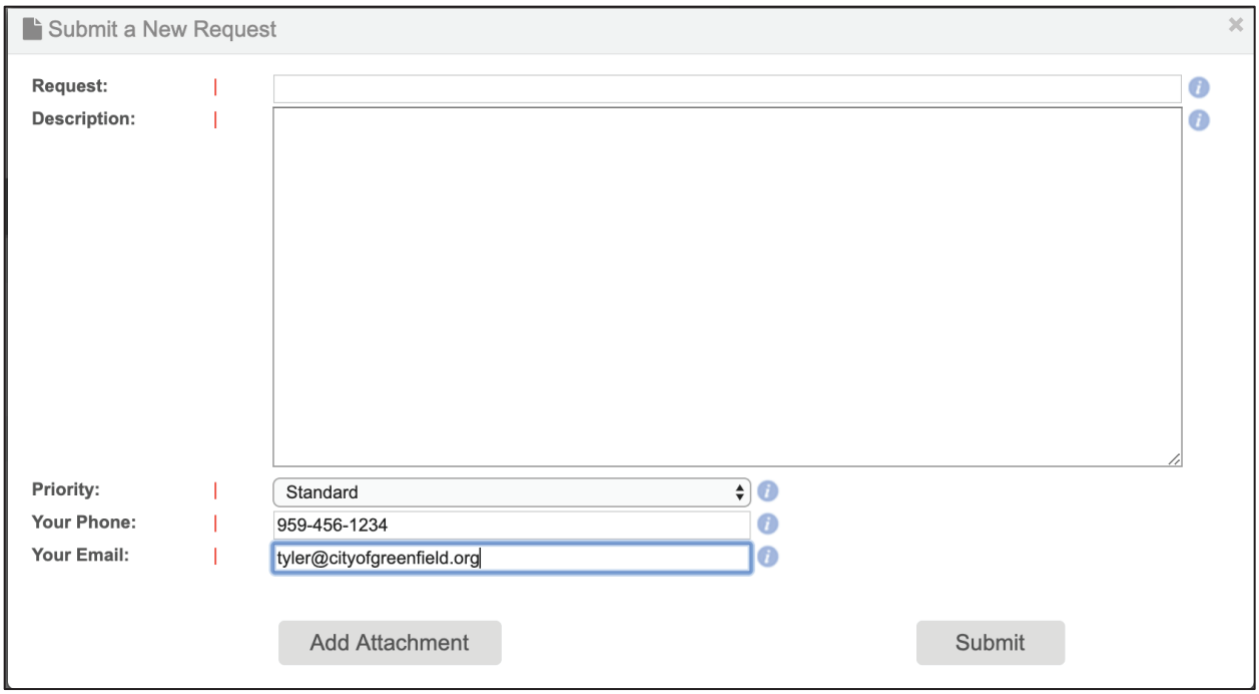
Ongoing Support: Users can request support for any needs or questions through the Citizenserve support center. Response time to a support request is within 4 hours; urgent requests receive a response within an hour. Our support staff members are available to help you utilize existing and new features, develop custom reports, and modify your setup for process changes as needed.

3.2 Support and Maintenance

We offer **unlimited** support for Citizenserve. The support extends to addressing any issues; setting up new and improving existing processes; adding new licenses; setting up new workflows; changes in fee schedules; writing custom reports; user and technical training; and configuring new features. The City's users and system administrators will never be assessed an additional charge for support. For our customers, knowing that we are available to resolve issues and meet new requirements as part of our unlimited support removes the stress of the project implementation, while having a trusted partner who provides unlimited support for the software provides for a smooth transition to operations mode.

Help Desk Processes

The software has a built-in Support Center and we encourage users to use this feature to submit requests. We also have a toll-free support line that users can call for support.



Support Center Request Submission Form

As a Software-as-a-Service company, we remotely service customers who are geographically distributed. We use web conferencing, conference calls, and emails to provide support. Using web conferencing for support allows us to provide higher quality resources in a timelier fashion while providing consistency in the people with whom your staff will be working. We can also view the user's screen; the user can walk us through the issue he or she is experiencing, and this visibility supports rapid troubleshooting.

We have implemented a Chat feature to provide support for our customers' constituents as they navigate the online portal. We answer all technical questions related to the software that are submitted via the Chat feature.

The employees who staff the support desk are the same resources that work on project implementation; each of our implementation staff is assigned to a full day of support once a week. This structure means that when you contact support, you will be working with someone who is extremely familiar with all aspects of the system. If a question arises that involves the City's specific setup, the implementation manager who is assigned to the City's project will be assigned to the support ticket, and the solution architect assigned as needed.

Hours of Support

Support requests can be marked as standard or urgent.

- For standard requests, support staff are available from 6:00 a.m. Mountain time through 7:00 p.m. Mountain time during non-holiday business days (Monday – Friday).
- For urgent system requests, defined as the system being down/inaccessible or a security concern, Citizenserve staff are available 24/7

All support staff are seasoned Citizenserve employees.

Maintenance

We release new features and any fixes twice a month; all are included in the Citizenserve subscription. Our model is not the typical "big bang" version upgrade that combines long lists of enhancement requests that have been gathered over months or years. Citizenserve is continually improving based upon customer feedback and requested enhancements.

We have 18 years of experience managing the twice monthly software updates. We test changes in a full test environment; customers who are involved in the changes can also access the test environment. When a new version is ready, we move it to production; the process happens at night and only takes an application server restart, which requires less than 5 minutes total. The prior version of the software is always available if there is a critical issue with the new version and the decision is made to roll back.

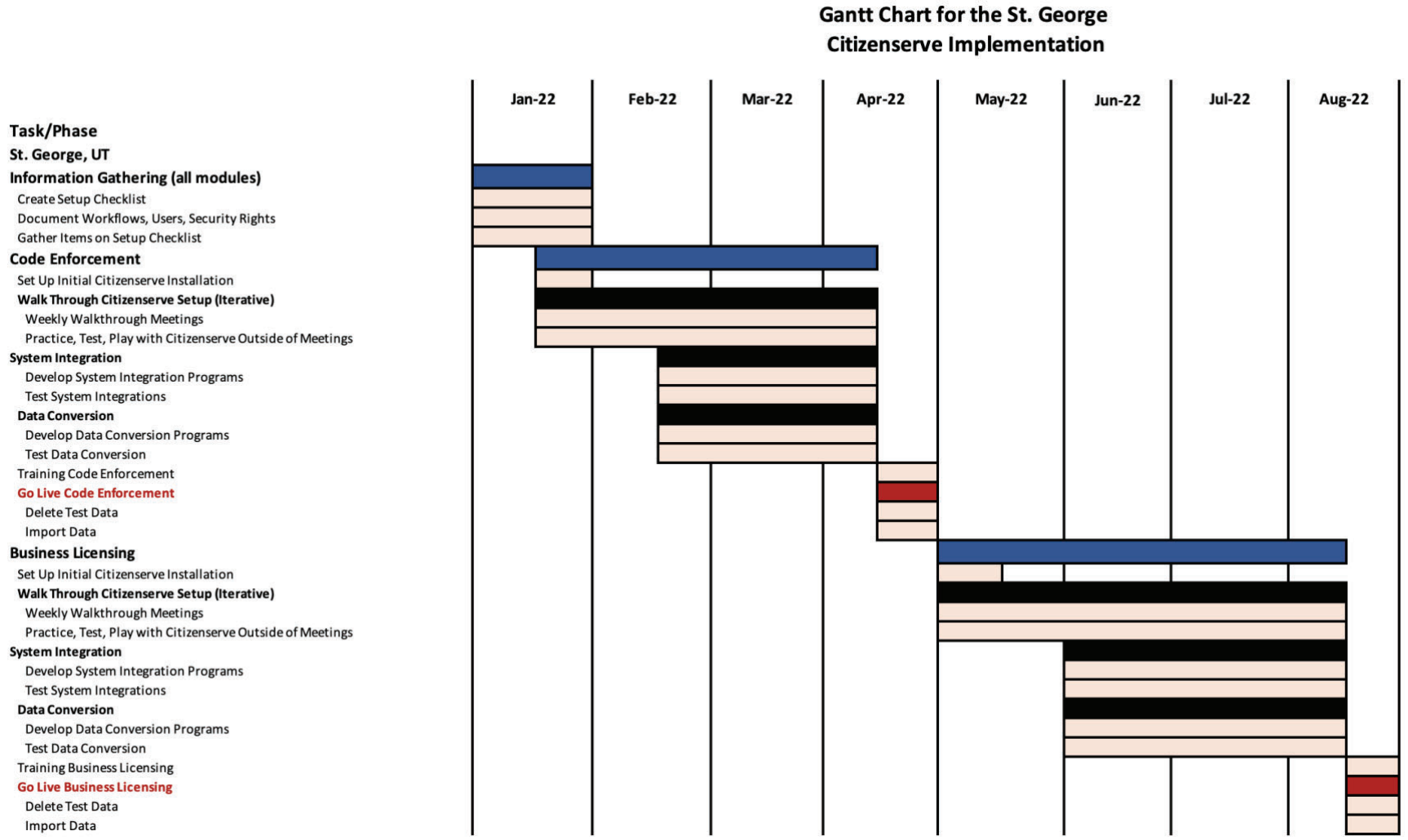
Requests for new features and functionality are tracked in the Support Center that is built into Citizenserve. Users can subscribe to the updates and get a list of all the changes and fixes in the most recent version before it is released. With new major features and major upgrades, the customers who requested these features are in the vanguard of testing the feature in the test environment and in moving to the feature or upgrade, providing us with great feedback early on so we can refine the features and fix issues without affecting other customers, all while still on one software code base.

3.3 Draft Project Schedule

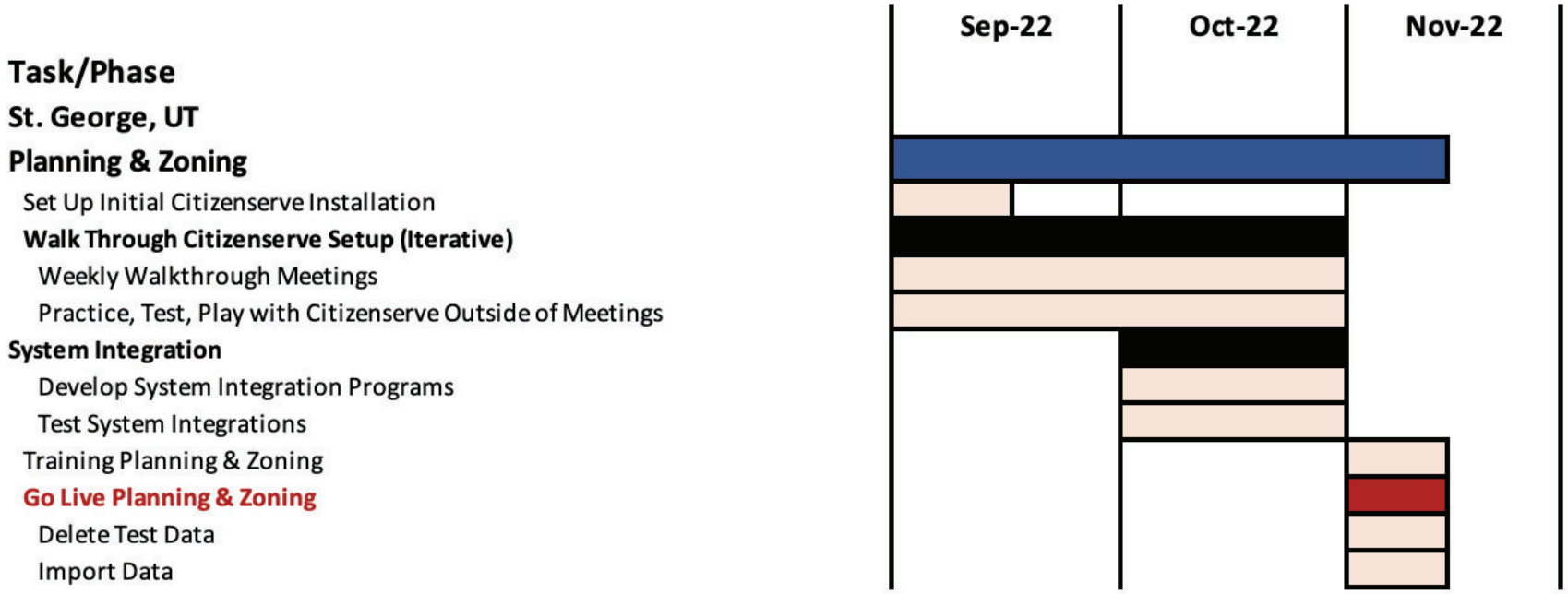
We have provided a draft project schedule on the following pages. While the City has requested a 2-week project duration for Business Licensing (September 20, 2021 – October 4, 2021), we are proposing a 4-month schedule for this portion of the work. In our experience, given the scope of the City's project, data conversions, and system integrations, 4 months is the minimum amount of time required to provide sufficient time to surface all requirements and test thoroughly prior to go live.

We have also revised the project schedule as follows:

- We have changed the order of module implementations to be:
  - Code Enforcement, followed by
  - Business Licensing, followed by
  - Planning & Zoning.
- We have changed the expected project start date to be January 2022.



Draft Citizenserve Implementation Schedule for St. George, UT (Page 1)



Draft Citizenserve Implementation Schedule for St. George, UT (Page 2)

SECTION 4 – FEE PROPOSAL

We provide fixed price bids for all of our projects. Below we have provided a description of each of the cost elements of a project and a cost breakout for subscriptions and implementations, which are priced by the number of named users, as well as data migration/conversion and system integration.

4.1 Citizenserve Cost Elements

Annual Subscription Fees

Citizenserve is only offered as an annual subscription. Subscription pricing is tiered based on number of users. A Citizenserve subscription includes all of the Citizenserve modules:

- Business Licensing,
- Planning & Zoning,
- Code Enforcement,
- Permitting, and
- Request Tracking.

A subscription includes maintenance and **unlimited support**; the City will never be charged a separate maintenance or support fee. Administrative support is also included in the subscription. Citizenserve's unlimited support extends to addressing any issues; setting up new processes; improving existing processes; setting up new workflows; adding new business licenses or project types; adding new violation types; adding new fee structures; writing custom reports; user and system administrator training; and configuring new features. Your users and administrators will never be assessed an additional charge for support.

A few additional clarifications on the annual subscription pricing:

- A subscription is NOT required for the online portal; the City will not be charged for businesses, citizens, contractors, and other constituents who use the portal.
- A subscription includes mobile access to Citizenserve; no separate application is required.
- Annual subscriptions are priced by named user. The City can add users at any time; subscriptions are prorated to the term of the subscription.

Number of Users	Annual Cost Per Named User
5 (5 user minimum)	$2,400
6 - 10	$2,100
11 - 24	$1,800
25 - 49	$1,500
50+	$1,200

The City has specified 12 users; annual subscription pricing per user is therefore $1,800.

Implementation, Configuration, Project Management *, and Remote Training

Implementation, configuration, project management *, and unlimited remote training are priced at a flat rate of $1,200 per named user.

* A Project Management fee of $10,000 will be added with milestone billing.

Data Conversion

We provide a fixed price for data conversions and do not limit the number of records or years of data we convert, as the time required typically depends upon the number of fields and complexity of the conversions from the legacy system(s) to the Citizenserve database. We run multiple testing cycles for data conversion prior to go live to catch any errors in the custom conversion scripts. The cost of data conversion depends upon the number and type of databases that will be converted. We have included pricing to convert the City's Tyler Incode business licensing data and Comcate code enforcement data to Citizenserve.

System Integrations

Citizenserve provides a fixed price for each integration. In the case of existing integrations (e.g., if we have already developed the integration for a specific payment processor), we will provide the integration free of charge.

4.2 Citizenserve Fee Proposal

The following fixed price bid has been prepared for you based on our understanding of your needs as outlined in the RFP and described during the call with Brenda Hatch, Development Services Office Supervisor, on August 23, 2021 and the call with Brenda Hatch and Karen Pinango, Training Supervisor and Sr. Program Trainer for Allpaid, on September 3, 2021. We have provided pricing for 12 users; if the City chooses a subscription with fewer (or more) users,

we will adjust the pricing for subscription and implementation accordingly. The bid reflects pricing with our standard billing schedule.

4.2.1 Fixed Price Fee with Standard Billing Schedule

Annual Subscription Fees	
User Subscriptions (12 users at $1,800 per user per year)	$21,600
One-Time Initial Fees	
Initial Setup, Configuration, Proj Mgmt, & Remote Training (12 users)	$14,400
Data Conversion (Tyler Technologies Incode business licensing data)	$20,000
Data Conversion (Comcate code enforcement data)	$5,000
System Integration with ESRI ArcGIS	$8,000
System Integration with Allpaid Payment Portal via the GovPayNet payment processor	$0
Batch file to Tyler Technologies Incode (payments)	$0
System Integration with Active Directory	$2,500
Links to UT Departments of Prof Licensing, Commerce, Agriculture	$0
Total One-Time Fees	$49,900
Total First Year Fees (includes Year 1 subscription)	**$71,500**
Each Additional Year Fees for Annual Subscription (12 named users)	$21,600

Summary of Costs for 12 Users – Standard Billing Schedule

SECTION 5 – CITIZENSERVE QUALIFICATIONS

5.1 List of Specific Requirements (Appendix A)

We have included the completed matrix for the City's List of Specific Requirements (Appendix A) on the following pages.

XX. APPENDIX A – LIST OF SPECIFIC REQUIREMENTS

Requirement	Included (Yes or No)	Cost	Comments
Solution Design	Yes		Solution is already
Solution Implementation	Yes	$24,000	designed & developed.
Flexible workflow and notification processes so varying applications can be reviewed as required	Yes	$0	
Solution Demonstration	Yes	$0	
Solution Sandbox (beta test)	No		
Vendor must provide end user training.	Yes	$0	Unlimited user & sys
Vendor must provide system administrator exclusive training.	Yes	$0	admin training before & after go live included in
Vendor should provide pre-recorded online training resources.	Yes	$0	implementation & subscription pricing.
Vendor must provide live online training resources.	Yes	$0	
Vendor should provide live, hands-on training resources.	Yes	$0	Live online training provided via web
Vendor must provide online and updated documentation outlining the design of the solution.	No		conferencing.
Provide a detailed audit tracking capability that includes every step in the process (I.E. relevant metadata, date, and time that license application was submitted and when it was reviewed and sent back for other supporting documents, when said documentation was uploaded to the system, when supplemental documentation was reviewed and when the license is issued.)	Yes	$0	
Display and track supporting documents submissions, re-submittals, and reviews.	Yes	$0	
Approval Verbiage Customization	Yes	$0	
Response Letter Customization	Yes	$0	
Ability to automate the inclusion of application or renewal application comments into electronically generated form letters, which can be sent via email.	Yes	$0	
Allow concurrent collaboration and review by multiple staff members and identify which staff member made the comment	Yes	$0	
Capability to communicate both internally and externally through platform and store these communications	Yes	$0	

Capability to interface with Allpaid (payment provider)	Yes	$8,000	
Dashboard functionality to monitor the status of business licenses and where they are in the workflow	Yes	$0	
Provide automatic notifications for internal, external, and third-party users that are configurable at important milestones or prepared at the staff's discretion and sent via email and/or text	Yes	$0	
Have role-based security for configuring access of documents and access to menu items	Yes	$0	
Reporting functionality for varying tasks (I.E. how many licenses are active, when a license must be renewed, numbers of specific kinds of licenses, .) – reports must be able to export in CSV, PDF, and MS Excel	Yes	$0	The development of an unlimited number of custom reports included during implementation and as part of unlimited support.
Supports both computer and mobile device access	Yes	$0	
Ability to meet timeline established in Section VIII of this document	No		The scope of work cannot realistically be completed in two weeks.
Exit Strategy – must provide process and pricing to retrieve data if solution is no longer viable for City	Yes	$0	
Conflict of Interest	No		No COI with City, staff.
Letter of Intent	Yes		
Product must allow granular access control to limit data, content, and information access based on users' authorization.	Yes	$0	
Product must encrypt system data, content, and information while at rest, in transit, and in use. Encryption should use AES-128 encryption standards or higher.	Yes	$0	
Please specify if product is hosted on-premises or in the cloud (SaaS/hosted).		$36k/year for 20-user subscription.	Cloud-based SaaS.
If on-premises, product must support 3-tier architecture deployment.			N/A
If on-premises, product's presentation, and application tiers must be hosted on Windows Server 2016, or 2019.			N/A
If on-premises, product's presentation tier must utilize IIS.			N/A
If on-premises, product's data tier must be stored within a SQL Server 2017 or newer.			N/A

Product must provide web-based access for desktop and mobile versions of Chrome, Edge, Firefox, Opera, and Safari.	Yes	$0	Citizenserve is browser agnostic.
Product must provide business process automation and robotic process automation through a workflow tool suite.	Yes	$0	We assume the City is referring to an automated workflow and not the automation of robots.
Product's workflow suite should have the capability to capture email and content, automatically triggering processes and workflows and being automatically saved in the applicant's account.	Yes	$0	
Product should have the capability to capture data, search/access content, and perform workflow approvals from mobile devices.	Yes	$0	The full functionality of Citizenserve is available from any mobile device.
Product must provide check-in and check-out capabilities to prevent simultaneous editing of files.	No		
Product should provide the capability to share documents with those outside of the organization.	Yes	$0	
Product must provide content classification capabilities.	Yes	$0	Citizenserve classifies data and documents by individual
Product must provide automated content classification capabilities.	Yes	$0	business license, user, etc.
Product should provide document watermark capabilities.	Yes	$0	
Product must provide native repositories with support for external repositories.	Yes	$8,000	Citizenserve includes doc mgmt w/unlimited storage. We've included Onbase integration, $8k.
Product should provide case management capabilities.	Yes	$0	
Product should provide native reporting, document creation from data results and templates, and analytic features.	Yes	$0	Each subscription also includes the development of an unlimited number of custom reports.
Product must have the capability to create, publish, access, and manage electronic forms and submitted content.	Yes	$0	
Product should have the ability to capture electronic signatures or integrate with Docusign to do so.	Yes	$0	Citizenserve includes electronic signature capability.
Product must integrate with Hyland Onbase with no intermediary software provider operating between the solution and Hyland.	Yes	$8,000	Citizenserve includes doc mgmt w/unlimited storage. We've included Onbase integration, $8k.
Product must be able to import csv- or xml-formatted data	Yes	$2,500 per file type	
Product must integrate with Google Mail with no intermediary software provider operating between the solution and Google.	Yes	$0	Mail sent from Citizenserve will have the user's Google Mail email address (e.g., JohnDoe@sgcity.org)

Product must be able to provide a standalone GIS component or the ability to integrate permitting with the existing City of St. George GIS systems.	Yes	$16,000	Google Maps and all associated functionality are built into Citizenserve; no charge. 2-way integration to the City's ESRI GIS is $16k; 1-way integration is $8k.
Product must have the capability to integrate with other software via API.	Yes	Typically $8,000	Every customer has custom fields to enable their customized configuration. We therefore build custom APIs; typical cost is $8k.
Product must have an API available for external software entities to integrate with.	Yes	Typically $8,000	
Vendor must provide a solution to integrate with Microsoft's Active Directory integration.	Yes	$2,500	
Vendor must provide a solution to integrate with Google Mail, Tyler Technology Incode, and Allpaid	Yes	$Gmail: $0 Incode: $0 Allpaid: $8k	
Vender should install server components.	N/A		Citizenserve only offered as SaaS
Product must have an intuitive, user-friendly interface.	Yes	$0	
Product should have the ability to save applicants progress in submitting application and supporting documentation.	Yes	$0	
Product should have the ability for the applicant to prepare and submit the business license application, renewals, or changes and supporting documents online through a portal or some other means.	Yes	$0	All of this functionality, and more, can be accomplished from the Citizenserve portal.
Product should have the ability for City personnel to accept, accept in part, or deny the application, renewal, or changes.	Yes	$0	
Product should have the ability for applicants to do multiple licensing applications or renewals without the need to re-enter their information on each application.	Yes	$0	
Product should have the ability to link or associate multiple licenses.	Yes	$0	
Product should have the ability to notify the applicant of missing information or status updates.	Yes	$0	Notifications can be sent by email or text (or both); applicants can check status from the portal.
Product should have high user satisfaction.	Yes	$0	Please contact our references or any of our customers.
Product should provide user password retrieval form the software without having to contact the city or consultants company.	Yes	$0	
Vendor must provide or facilitate unlimited customer support to City personnel during vendor's business hours.	Yes	$0	Standard Requests: 6:00 AM - 7:00 PM Mountain time Urgent requests: 24/7.
If applicable, vendor must escalate support to software provider when necessary, while maintaining intermediary communication and support with the City.	N/A		

Vendor must provide procedures for emergency after-hours support.	Yes	$0	Support for urgent requests is available 24/7/365.
Vendor must provide a list of company holidays.	Yes	$0	New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving, Day After Thanksgiving, Christmas Eve Day, Christmas Day
Vendor must provide contact points for customer service.	Yes	$0	
Vendor should provide a training manual or online resource that explains user processes and answers FAQs.	Yes	$0	
Vendor must provide a dedicated project manager for implementation and ongoing change request support after project go-live. Additional support representatives must be available as well to perform routine support work such as canceling a file uploaded in error or pulling a printed document before it is mailed.	Yes	$10,000	Citizenserve subscriptions come with unlimited support; resolving issues, developing custom reports, adding new licenses and processes, developing custom reports, user and sys admin training, etc. We will also provide an experienced project manager (PM); cost of PM is $10k.
Vendor must provide weekly status updates during all project implementations.	Yes	$0	
Product must have the ability to transfer current data into this program and to transfer all data to a new program.	Yes	$20,000 for data migration	We have included data migration in our bid. We will provide the City's data in Microsoft SQL Server format at any time; the new program vendor will be responsible for writing the scripts to migrate the Citizenserve data into the new program.

Citizenserve is a comprehensive community development solution; all modules are integrated and included in the subscription. We have provided information below on Citizenserve's Business Licensing, Planning & Zoning, and Code Enforcement modules. We have also included information on Citizenserve's Permitting module in Section 6 in case the City elects to implement this module at a later time.

5.2 Business Licensing

Citizenserve licensing software automates the application, calculation of fees, payment, review, and renewal of business, contractor, trade, and other licenses. An unlimited number of license applications can be created with an unlimited number of custom fields and one or multiple review or workflow routes. Business owners can submit applications, upload copies of required documents, check on the status of applications, and pay application fees through the online portal. License documents can be configured with mandatory or warning conditions. Upon final approval, users can generate Licensing documents and ID cards that can be mailed, emailed, or downloaded from the portal.

Customizable deficiency checklists can be developed based on application types and staff can quickly generate and email Deficiency Notices. If an inspection is required before issuance, Citizenserve can automatically notify inspectors of pending applications and required inspections.

When it comes time for renewal, you can create batch email or mail renewal notices quickly. During implementation, we will configure custom renewal processes based on the City's required processes. Renewal letters can direct business owners to the online portal for renewal and payment. Citizenserve can be configured to automatically calculate penalties and interest for late renewals. License holders can submit required documentation such as proof of identity and insurance verification through the online portal as part of their renewals, or your staff can enter renewal information at the counter.

You can view demos on Citizenserve's licensing solution at:

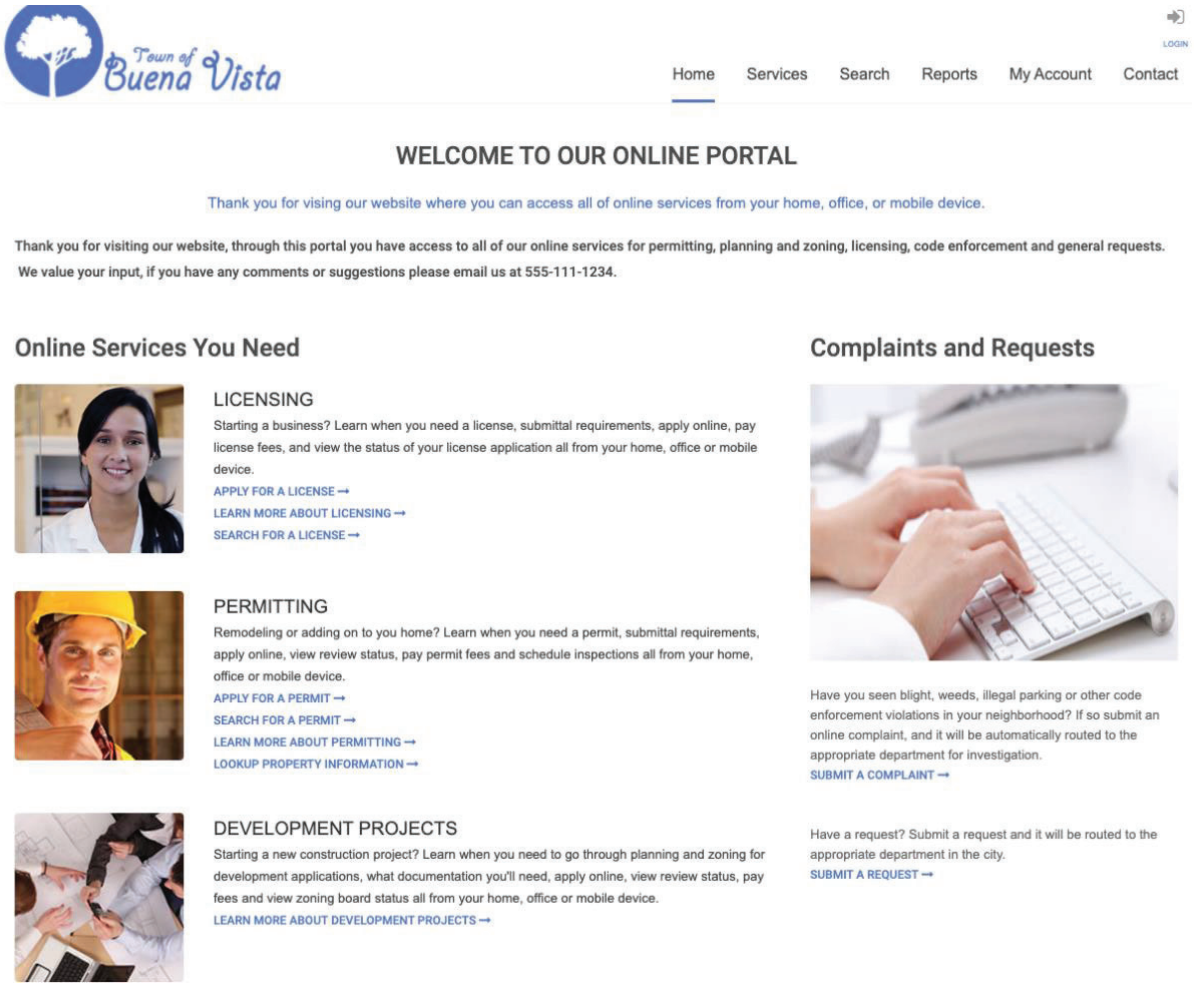
https://www.citizenserve.com/portfolio/#category_id_19

5.2.1 Online Portal

Citizenserve provides a configurable and customizable online portal that allows businesses, citizens, and contractors to participate electronically in the processes of business licensing, permitting, planning & zoning, code enforcement, inspections, and requests. The portal can be configured as a link off of the City's website. The portal has been built into the solution from the beginning, meaning users are provided with a cohesive and optimized interface.

Applicants can submit applications, attach required documents, pay application fees, and view the status of their applications through the online portal. Each type of license application can be configured with mandatory fields that are clearly marked; the portal can also be configured to provide information on the requirements when applying for each type of license. Conditions can be configured for applications that prevent the submittal of an application from the online portal when the condition is triggered; for example, if the applicant does not match the City records loaded in Citizenserve.

The image below shows one configuration of the portal for the fictitious Town of Buena Vista. Visitors can learn about and apply for licenses, permits, and development projects and can submit code complaints or requests for services. We can easily tailor the City's portal to only show the information and applications for business licensing.



Sample Configuration of the Citizenserve Portal

There is enormous flexibility in configuring applications to meet an individual municipality's needs. We will work with the City during implementation to determine the different types of

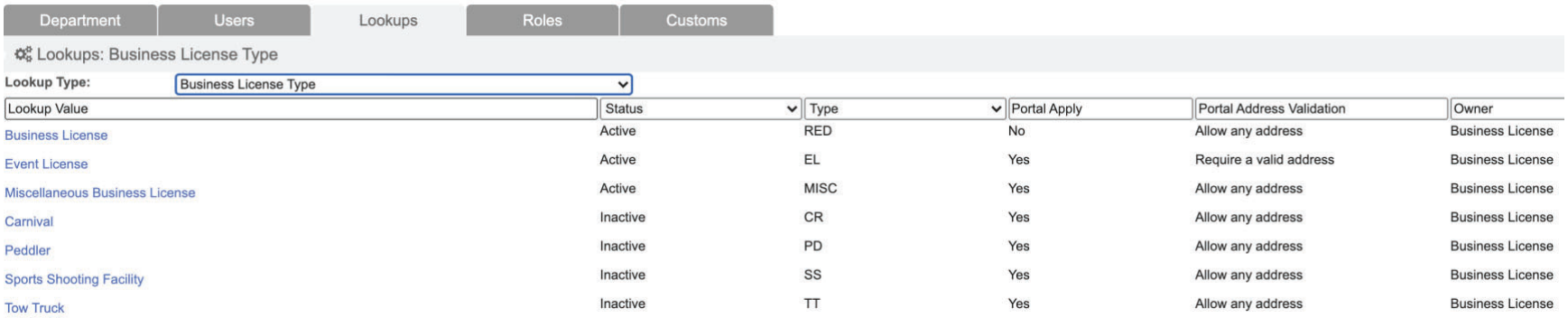
license applications and the requirements for each type; we can replicate existing applications or make improvements and changes as desired. Applications can be configured to include the required fields, all explanatory and warning text, City-specific graphics and logos, all contacts related to an application, and any other data or information required. Applications can also be configured to indicate the required documents that must be uploaded and whether a signature is required. Custom fields can be added if needed at no charge; all custom fields are available for reporting and metrics. Applicants can save in-process applications for completion later.

You can view demos of Citizenserve's online portal at:

https://www.citizenserve.com/portfolio/#category_id_34

5.2.2 Application Types

Citizenserve licensing software accommodates multiple application types, including any future application types the City adds. *You can add an unlimited number of application types in Citizenserve.* With Citizenserve's unlimited support there is no charge to create other application types. The below example shows a variety of business license types that have been configured for a customer.



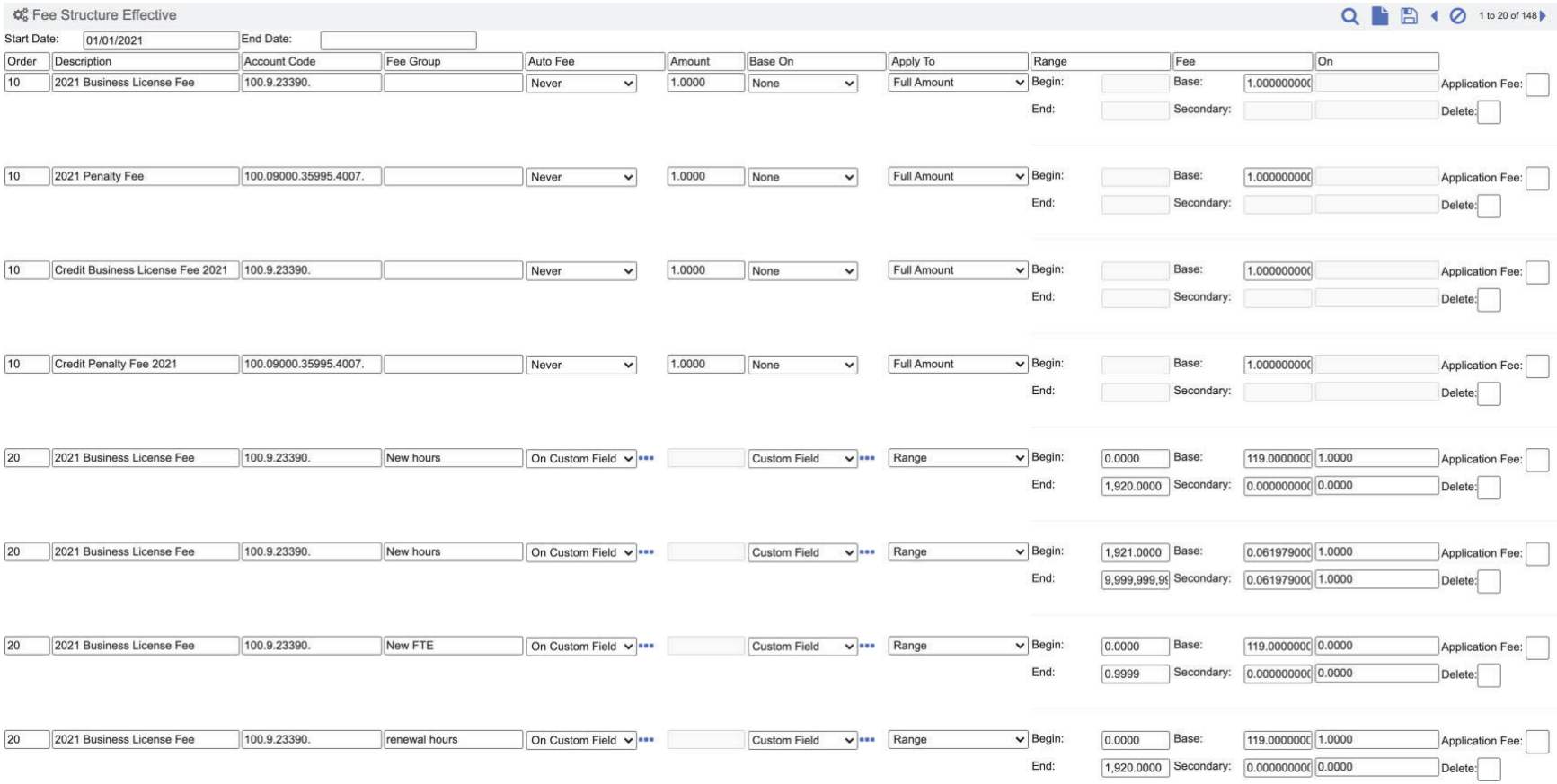
Lookup Value	Status	Type	Portal Apply	Portal Address Validation	Owner
Business License	Active	RED	No	Allow any address	Business License
Event License	Active	EL	Yes	Require a valid address	Business License
Miscellaneous Business License	Active	MISC	Yes	Allow any address	Business License
Carnival	Inactive	CR	Yes	Allow any address	Business License
Peddler	Inactive	PD	Yes	Allow any address	Business License
Sports Shooting Facility	Inactive	SS	Yes	Allow any address	Business License
Tow Truck	Inactive	TT	Yes	Allow any address	Business License

Example of Business License Types

5.2.3 Calculation of Fees

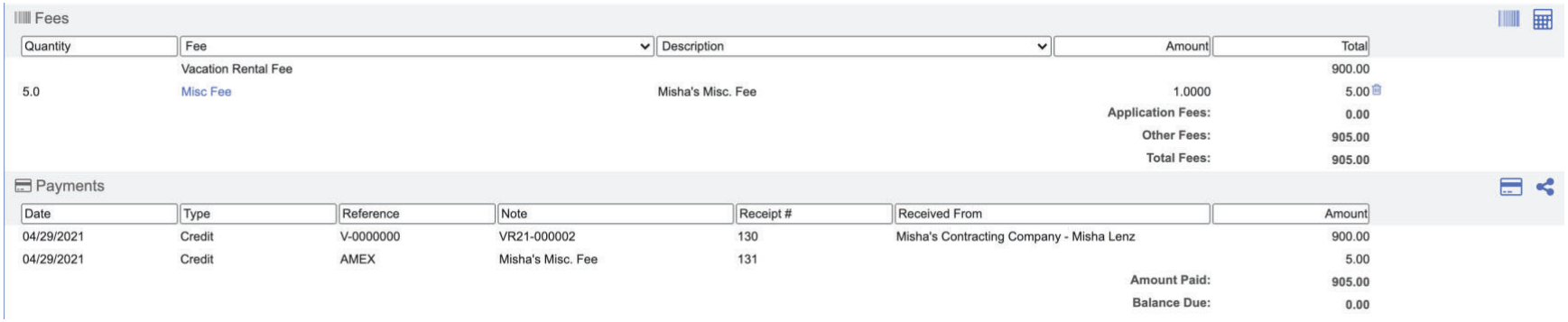
Citizenserve enables flexibility in the setup of fees, and each license (application) type can have different fee calculations. All fee schedules can be end dated to ensure that the correct fees are applied. Citizenserve can accommodate two fee types: manual fees and automatic fees. Manual fees are assigned by staff with proper security roles during the workflow. Automatic fees can be set up for ranges or specific values of application fields and can calculate fixed fees or variable fees against application data.

Citizenserve will set up the City's fees during implementation, and maintenance of the City's fees (changes to current fees and the addition of new fees) is included as part of the subscription's unlimited support. Citizenserve accommodates complex fees, such as fees based on calculations with fields in the database, including any custom fields defined by the City. The below example shows the configuration of various business license fees.



Example of 2021 Business License Fees (partial list of fees due to space constraints)

Citizenserve enables fees to be calculated for applications and paid from the portal; the system will reflect that a fee was paid, the amount and type of payment, and the date/time of payment. Payments can be applied across fees and the History will show when the fee(s) were paid. Staff can view project fees and payments that have been applied for a project on the Permit Screen. The below image shows the Fees and Payments section of the Licenses Screen; two credit card payments for a Vacation Home Rental are logged.



Fees

Quantity	Fee	Description	Amount	Total
	Vacation Rental Fee			900.00
5.0	Misc Fee	Misha's Misc. Fee	1.0000	5.00
			Application Fees:	0.00
			Other Fees:	905.00
			Total Fees:	905.00

Payments

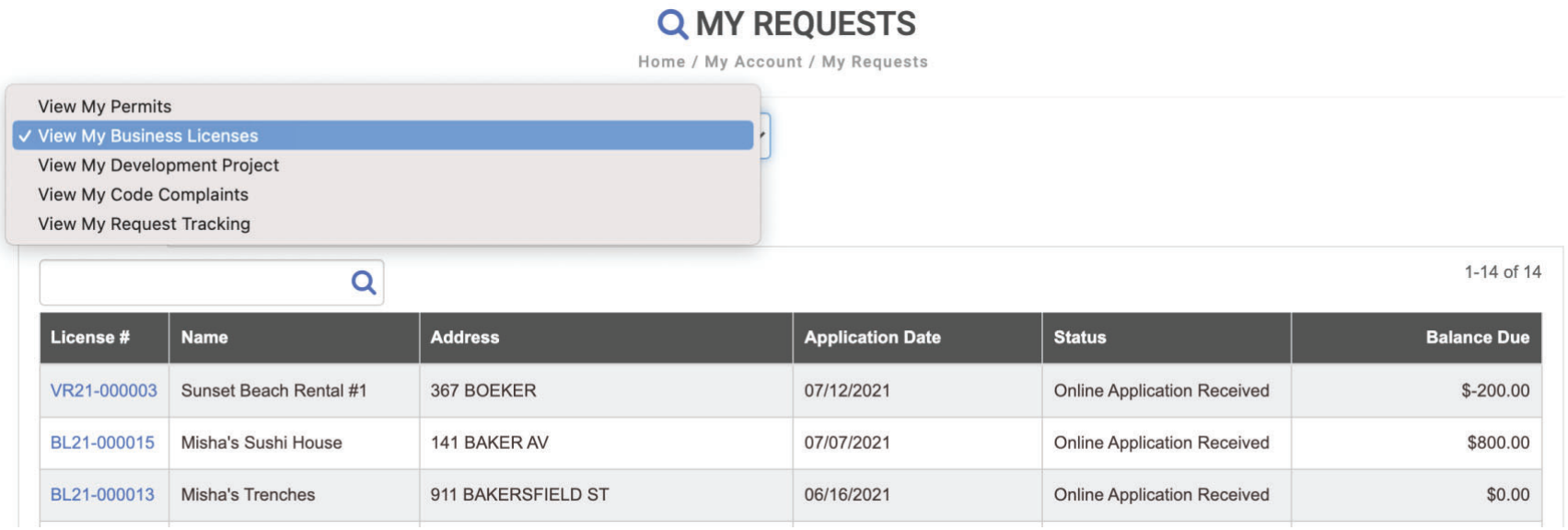
Date	Type	Reference	Note	Receipt #	Received From	Amount
04/29/2021	Credit	V-0000000	VR21-000002	130	Misha's Contracting Company - Misha Lenz	900.00
04/29/2021	Credit	AMEX	Misha's Misc. Fee	131		5.00
					Amount Paid:	905.00
					Balance Due:	0.00

Fees and Payments Sections of the Licenses Screen

5.2.4 Application Notifications

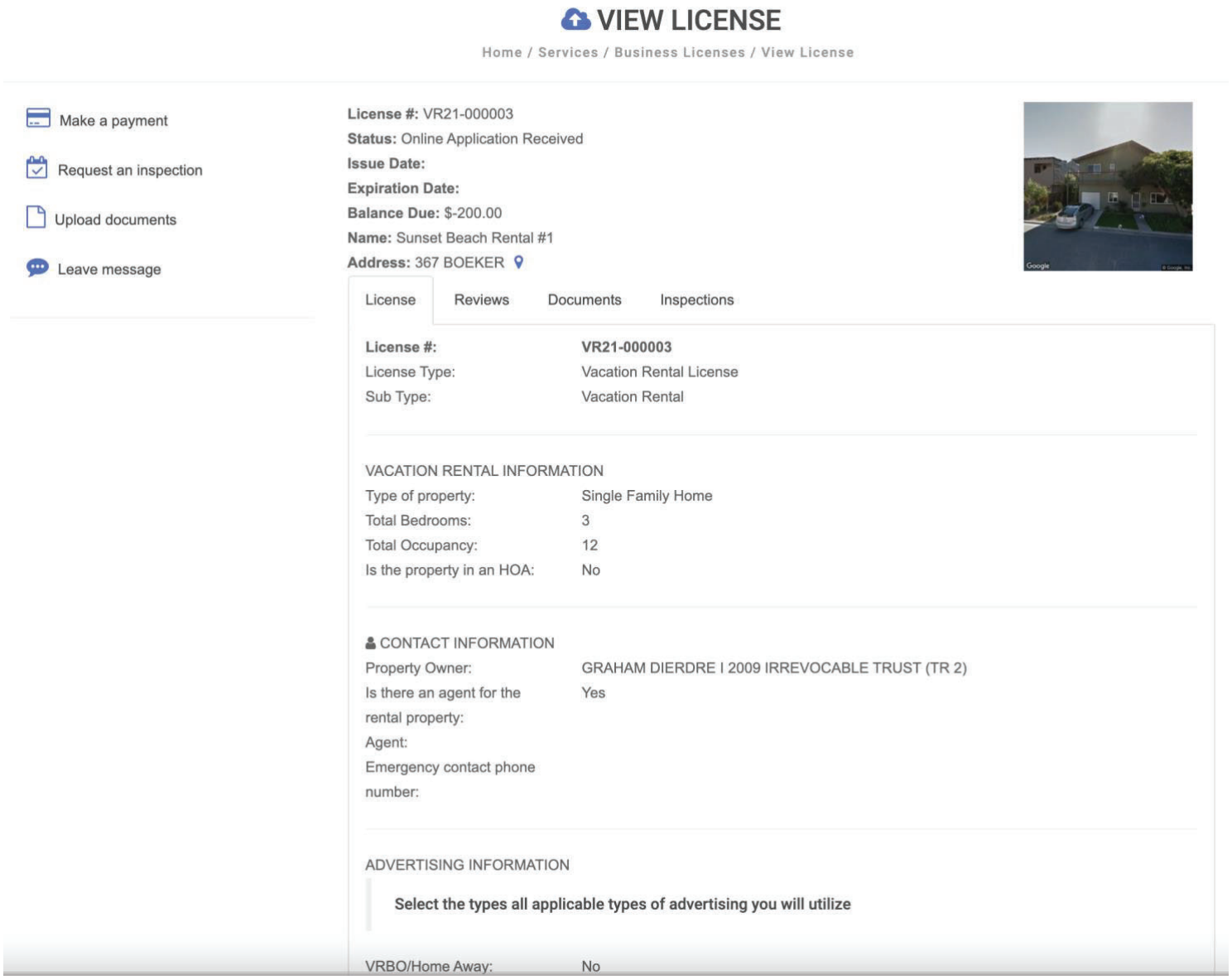
There are a variety of ways staff can communicate with an applicant. The application workflow can be configured to send emails at designated points in a workflow; for example, a review activity can be completed and a template email that automatically populates the comments can be generated to be sent to the applicant. Emails can be edited prior to sending, if desired, and all emails sent from Citizenserve will appear as if they were sent from the City's email system (the "From" information will show the associated City Google Mail email address) and will be stored as a document in the associated case file. Ad hoc emails can be written and sent anytime, with a copy of the email stored on the documents tab.

Another means of communicating with applicants is through the portal. The portal can be configured so that customers who submit license applications have access to the status of their applications. The below screen shot shows the options that have been configured in a drop-down to enable a customer from the My Requests screen to view all permit, business license, and development project applications, code complaints, and requests; currently the option for View My Business Licenses is selected. Please note that the drop-down is fully customizable to meet the City's requirements.



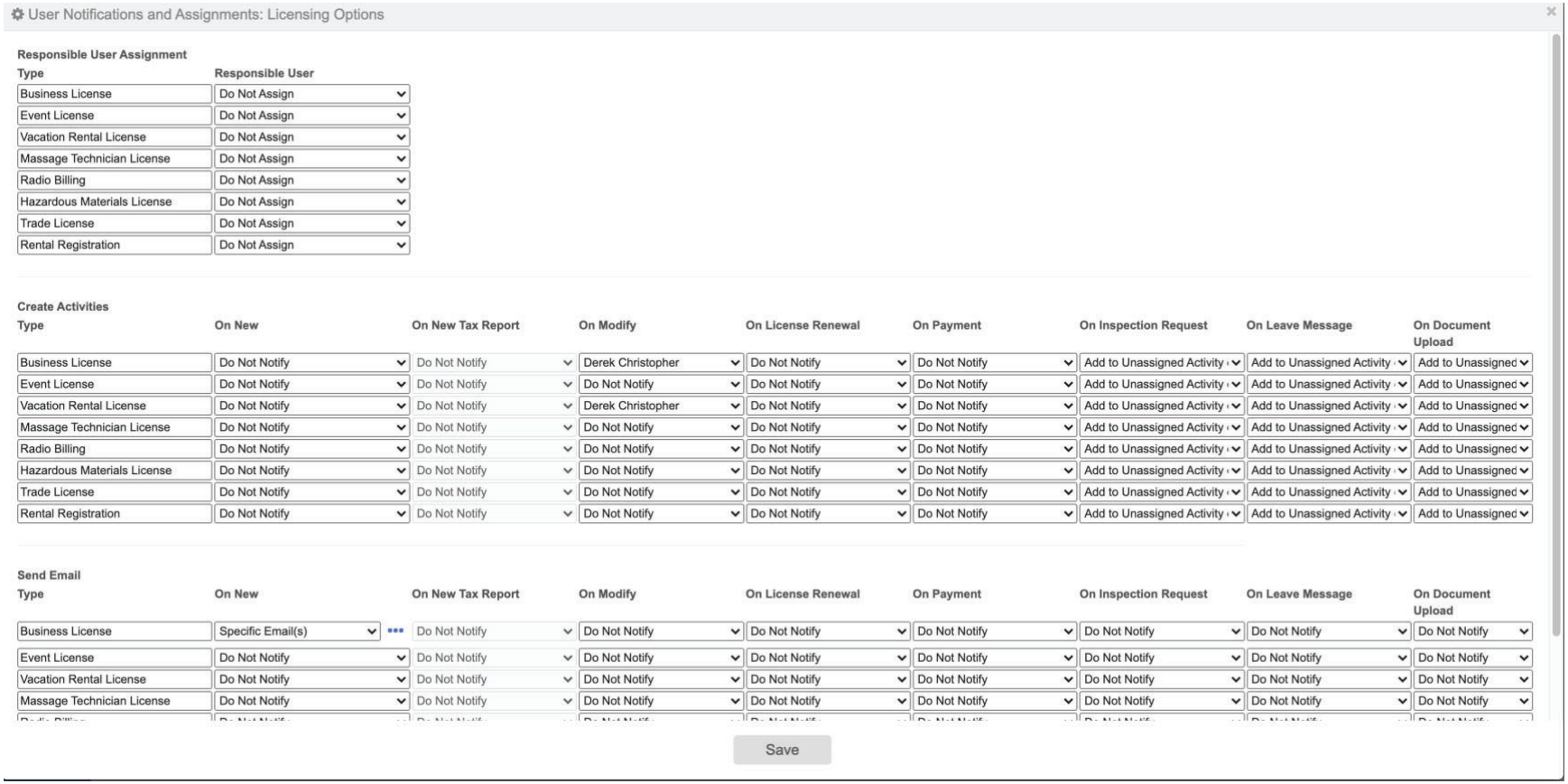
My Requests Screen Available to Customers from the Portal

Below is a screenshot that shows a partial view (due to space constraints) of the View License screen for a vacation house rental application that is accessible by the applicant from the portal; the tabs for Reviews, Documents, and Inspections show the status information that is available to the applicant. It's easy for staff and customers to collaborate through the information, documents, and inspection requests on the online portal, or through staff emails and letters generated within Citizenserve. Because the portal and Citizenserve modules all use the same database, data entered and documents uploaded by staff are immediately available to the applicant on the portal, and applications, documents, and data entered by the applicant are immediately available to staff.



Online Portal View of License Screen

One critical feature in Citizenserve is the ability to set User Notifications and Assignments for each license, permit, and case type so staff and departments are notified when businesses, citizens, and contractors take action on the portal. For example, if a staff member requests the upload of a document, the notification matrix will let the staff member know when the document is uploaded. Without notices of actions taken on the portal, the staff would have to keep checking the file for the uploaded document.



Sample Citizenserve User Notifications and Assignments Configuration Screen (Licenses)

5.3 Planning and Zoning

Citizenserve planning and zoning software completely automates the processes associated with application, review, routing, resubmittals, and public notification. Applicants can submit applications, attach plan documents, pay application fees, and view the status of their applications through the online portal. Applicants can submit project applications that include multiple parcels and addresses. Applications are automatically routed to the appropriate reviewers based on your workflow routes. Plan reviewers have access to searchable electronic reference materials including code handbooks, GIS layers, and property history.

You can track due dates for public notices and legal advertisements based on the hearing dates you select. Citizenserve's user friendly calendars enable staff and supervisors to view individual or consolidated schedules to enable decision making and task prioritization and scheduling.

You can view demos on Citizenserve's planning and zoning solution at:

https://www.citizenserve.com/portfolio/#category_id_35

5.4 Code Enforcement

Citizenserve code enforcement software completely automates the process of opening cases, scheduling inspections, recording violations, and coordinating resolutions. Property ownership, inspection results, photos, notices, violations, and notes become an electronic record of each case. The Code Enforcement module is part of Citizenserve's integrated solution, so code violations are visible in other modules such as the Licensing and Permitting modules.

We would work with the City to configure business rules in Citizenserve to automatically route complaints to the appropriate department for quick action. Violation types can be associated to multiple permit and license types. Code cases can be prioritized and escalated. Inspections can be scheduled automatically according to complaint type or can be added manually.

Citizenserve's robust case management capabilities enable code enforcement cases to be created with multiple violations, and each violation can be tracked and resolved separately. An unlimited number of people, businesses, and other contact types can be associated with a case, and each person or entity can have a different association with the case. An unlimited number of notice or letter types can be created; each letter type can be completely customized, and letters can initiate database processes such as fee assessment or file status changes. Code enforcement case processes can take a case from courtesy notice, citation, abatement, to court. Violations can also be associated with specific permits or licenses.

As a fully mobile solution, code enforcement inspectors are notified of inspections due and can look up property ownership information; enter their findings from an inspection; add violations; take and attach photos; generate tickets, notices of violation, or warnings; close violations after verifying the required fix; and schedule re-inspections – all in the field from a tablet or laptop. Enforcement documents can be generated in the field using an iPad or other mobile device and Bluetooth printer.

You can view demos on Citizenserve's code enforcement solution at:

https://www.citizenserve.com/portfolio/#category_id_18

5.5 Reporting

The development of an unlimited number of custom reports is included in the Citizenserve subscription. Citizenserve reports can be tabular, maps, and charts. We will work with the City during implementation to identify and develop the required reports; post go live the City's subscription includes the development of an unlimited number of additional custom reports.

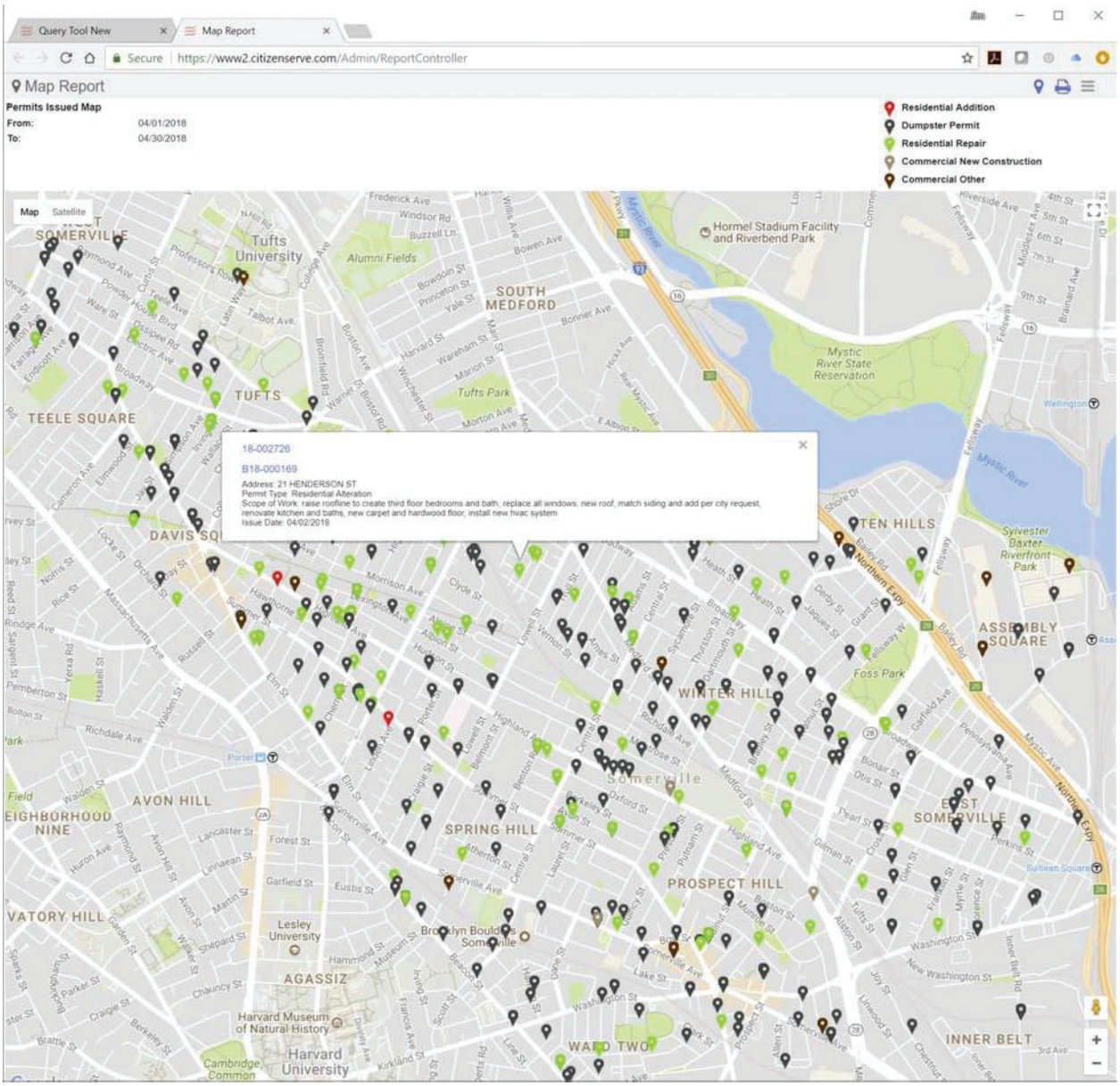
Citizenserve reports are rendered in HTML and the software has built-in features to interactively display data. HTML can be used within the reports; for example, a link to a GIS or a graphic displaying status can be included within a report. The reports are interactive; a click on a map report will show the underlying tabular information and provide a link to the underlying file, such as a permit. Citizenserve also supports merge reports where the information from the report is merged with a template letter or email; merge reports can save a copy of the letters generated to the respective files. Tabular reports can be exported to CSV/Excel format. All reports can be put on the online portal for public consumption, and reports can be placed anywhere on the portal pages.

Reports can also be used to create special features, such as a property zoning lookup. Reports can perform processing, such as a report that generates invoice statements, late fees, or penalties, and can be added to the file. Any report can be saved as a PDF for archiving; tabular reports can be exported to CSV format for input into other systems.

There is a built-in end-user reporting wizard in Citizenserve that allows non-technical users to design their own reports and share the reports with others. The reporting tool allows users to report on any fields, including custom fields, in the database. End users can create their own tabular, map, chart, and merge reports.

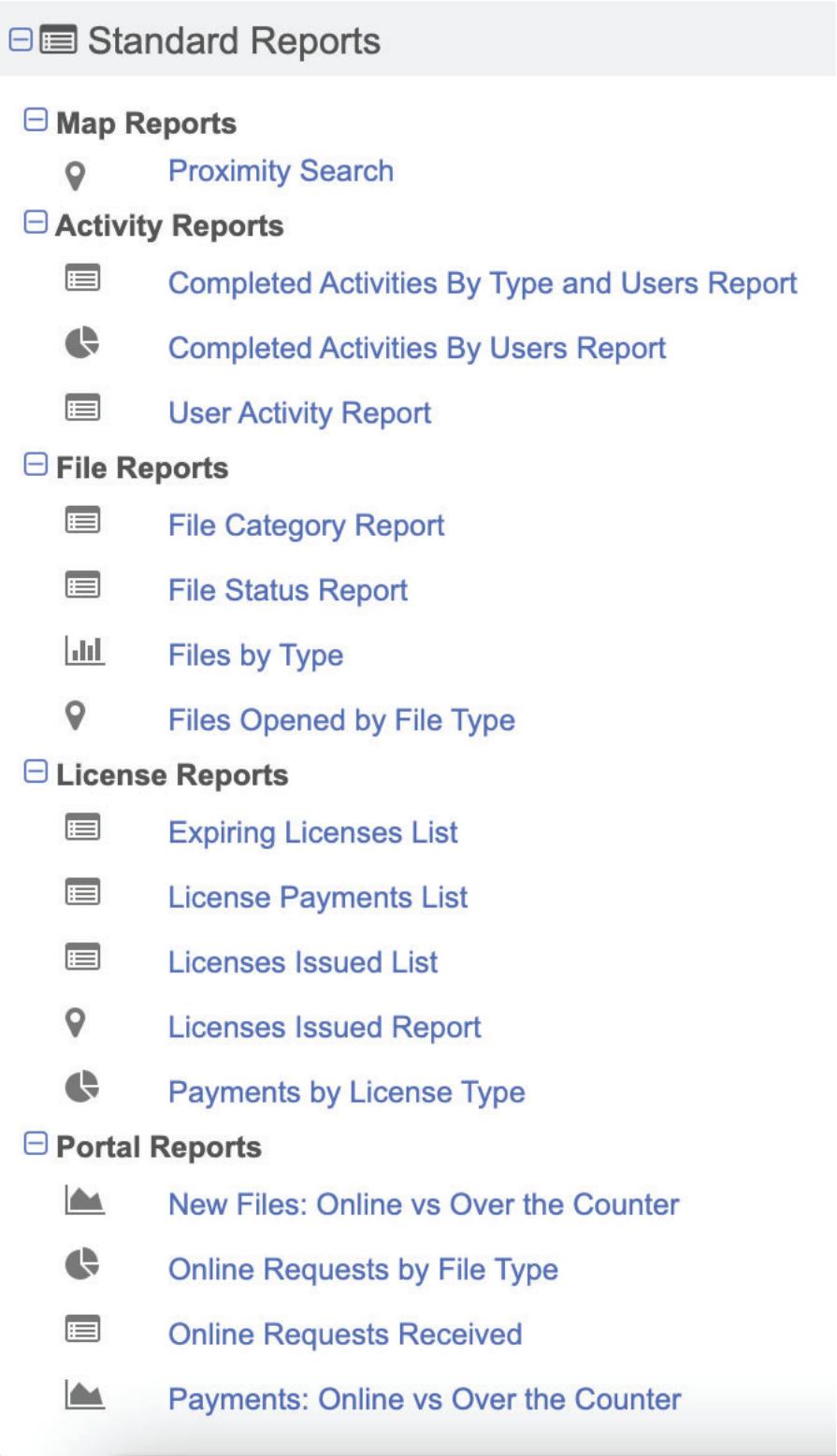
The following link is to a video overview of the Citizenserve reporting features:
https://www.citizenserve.com/portfolio-view/reporting/

Below is an example Permits Issued map report from Citizenserve:



Sample Citizenserve Map Report

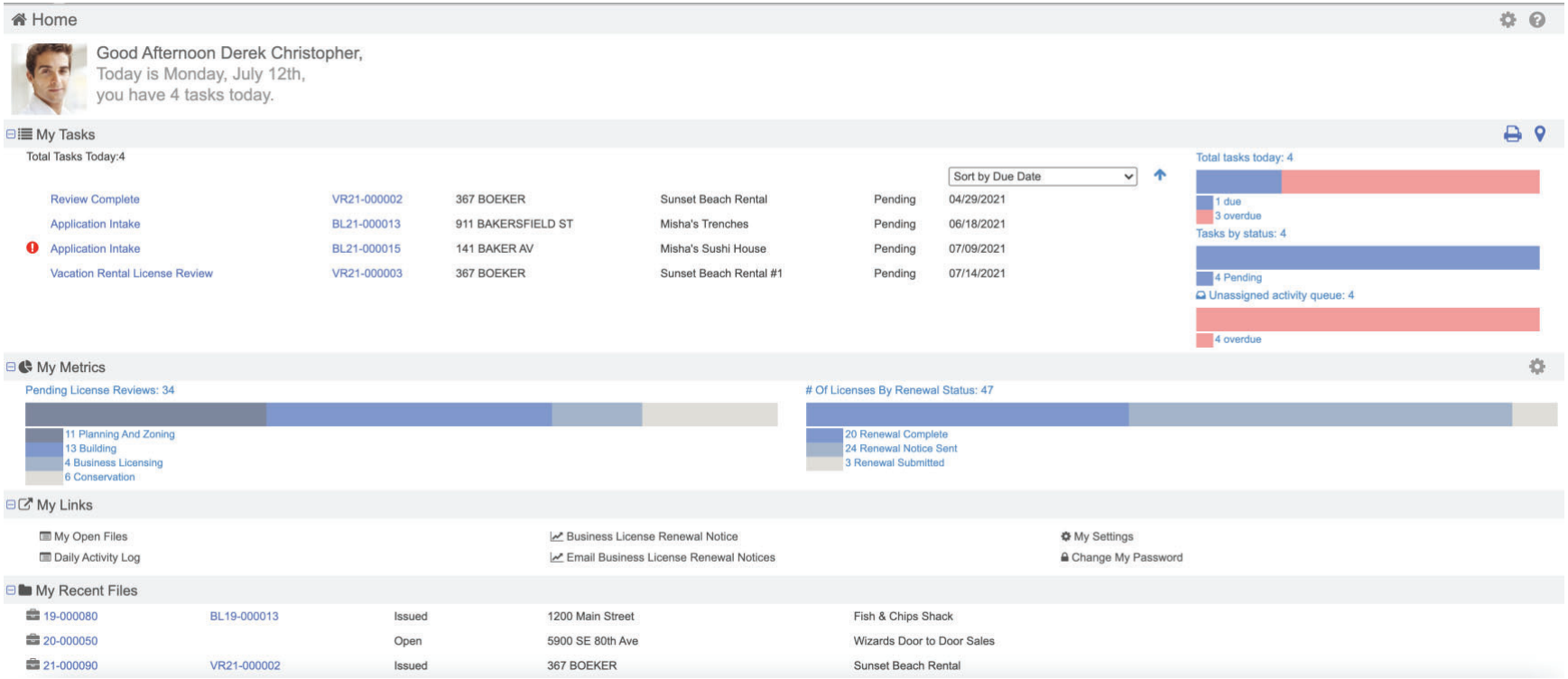
Citizenserve has a robust offering of standard reports; a partial list is depicted below:



Partial List of Citizenserve Standard Reports

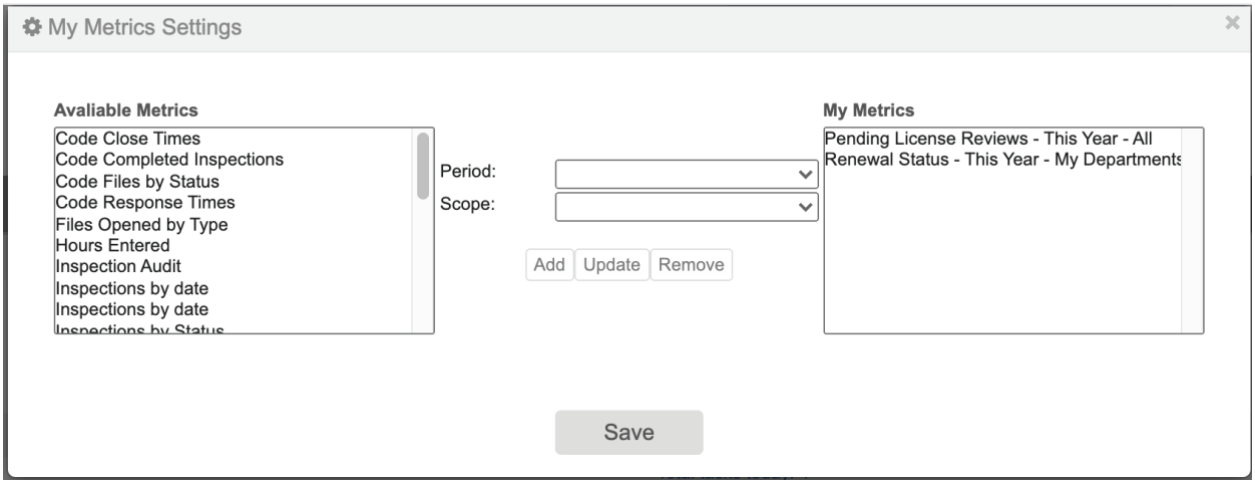
5.6 User/Role-Based Dashboards

Citizenserve provides multiple dashboards to enable your users to quickly obtain the information they need. Dashboards are very easy to configure and change by simply selecting the desired metrics from a list of available metrics, or Citizenserve will create a custom metric containing the data a user requests as part of our unlimited support. The user dashboards are flexible and can be configured to meet the specific needs of individual users filling different roles. We have provided one example of a dashboard below for Derek Christopher, a license application reviewer. In addition to his task list, Derek has configured his dashboard to show Pending License Reviews and # of Licenses by Renewal Status. The items in blue indicate the availability of drill down information for each item.



Sample Citizenserve Dashboard for a License Application Reviewer

Each user can configure his or her individual dashboard to display the metrics of interest, and it's easy to request custom metrics from Citizenserve's Support Center, at no additional charge.

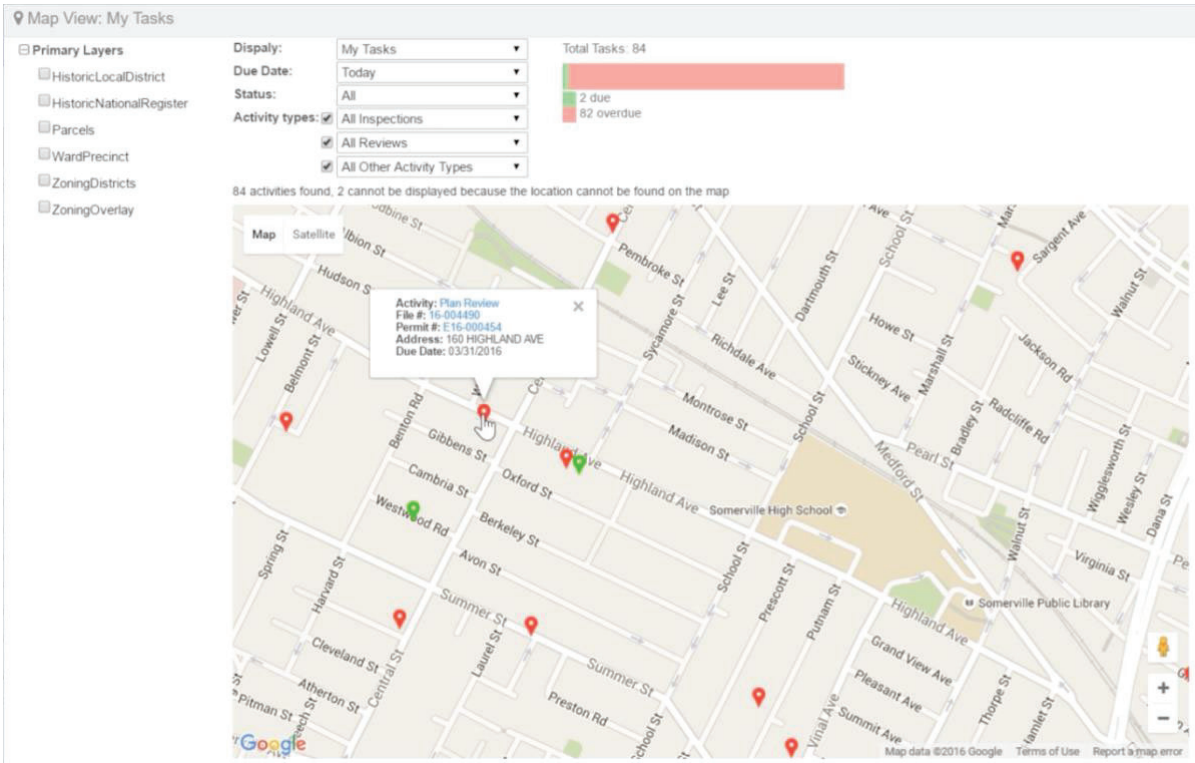


The My Metric Settings popup enables each user to configure his or her dashboard

5.7 GIS Integration

Google Maps and all associated functionality are built into Citizenserve and by integrating to your ESRI GIS we can also easily pull your GIS layers into Citizenserve. We are experienced in creating interfaces to our customers' GIS via secured REST services and have included this integration point for the City. Standard overlays include zoning districts and parcel layers/maps.

With integration to the City's GIS your users can use Citizenserve's mapping functions to track tasks. Users can display all tasks assigned to a specific user, filter by types of tasks such as inspections, and further filter by the type of inspection or review. Citizenserve's map viewing options are fully customizable.



Citizenserve Map View of Due and Overdue Tasks

5.8 Mobile Capabilities

Citizenserve is fully functional from a mobile device: there is no distinction between desktop or mobile users. Citizenserve uses a device and browser independent architecture. There is no software required on the local desktop or device, and no separate subscription to access Citizenserve from the field. The portal and all related functionality are also available from any mobile device.

5.9 Document Management

Citizenserve's integrated document management is included with each subscription. All documents related to a license, permit, project, code case, property, contact, etc. are stored and available from the Documents tab. Documents include those that are generated during the application process, such as emails, letters, licenses, and permits, as well as documents that are uploaded or submitted, such as copies of insurance forms. Citizenserve offers unlimited storage and will not delete documents unless a customer requests this action.

SECTION 6 – CITIZENSERVE OPTIONAL MODULE

Citizenserve is a comprehensive community development solution; all modules are integrated and included in the subscription. The integrated nature of Citizenserve means that you will not have to re-enter the same information in multiple modules; all of Citizenserve's modules use the same database and data.

We have provided information on Citizenserve's permitting module below; all modules are included with any Citizenserve subscription.

6.1 Permitting

Citizenserve permitting software accommodates multiple types of permits. *You can add an unlimited number of permit types in Citizenserve.* Permits, inspections, and associated workflows can be designated by department/function. The workflows, inspections, and associated due dates for building, electrical, plumbing, mechanical, and other permits that require an inspection can be quickly and easily built.

Your contractors, architects, engineers, and property owners can apply for a permit, upload digital plans, pay application fees, and check on the status of applications online through the Citizenserve online portal; staff can also enter permit applications and upload digital plans at the counter or in response to emailed applications. Workflows can be configured to determine the appropriate route based on a variety of criteria such as permit type, property details, and specific fields in the application. Permits are automatically associated with the property and address.

An unlimited number of permit application types can be created. Each application type can have an unlimited number of custom fields that are integrated with the online application. Each custom field can be controlled to determine if it appears on the application on the online portal. Citizenserve can accommodate complex permit fee structures, and all fee schedules can be end dated to ensure that the correct fees are applied.

An unlimited number of permit documents can be created, including permits, placards, certificates of occupancy, etc. Each permit document can have mandatory or warning conditions based on issues with the file, such as a contractor whose license is expired. Custom rules will ensure that permits are not issued without the required approvals. The City can

specify the statuses associated with milestones in each workflow, such as Approved, Denied, Pending Expiration, etc.

For building permits, inspections can be requested after construction begins through the online portal, and inspectors can enter inspection results directly from the field using a tablet or laptop. In addition to adding and updating permit information from the field, inspectors with the proper security can also add or edit property and owner information from the field. With the Electronic Plan Review tool, you can measure distances and add comments, shapes, and highlights to plans and documents from the field. After the final inspection has been completed, you can easily generate a certificate of occupancy that can be printed, emailed, or downloaded by the applicant, contractor, or property owner. Citizenserve enables inspectors to track their time spent on inspections.

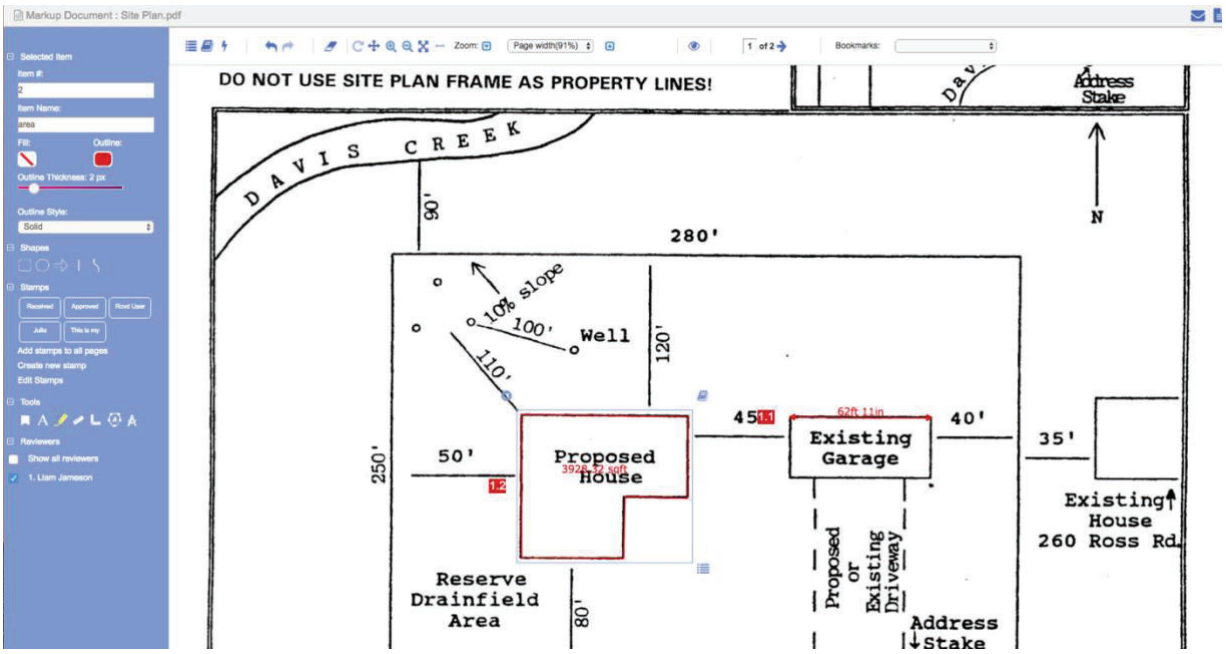
Workflows can be easily configured and changed in Citizenserve, and users can quickly identify the status of each of the steps in the workflow for permits. Permit reviews can be configured to dynamically route a permit application to different departments based on the information entered during the review. Citizenserve's role-based security enables you to decide who can view permit information and feedback. Citizenserve maintains a complete, timestamped history of all actions taken on a permit.

You can view demos of Citizenserve's permit solution at:

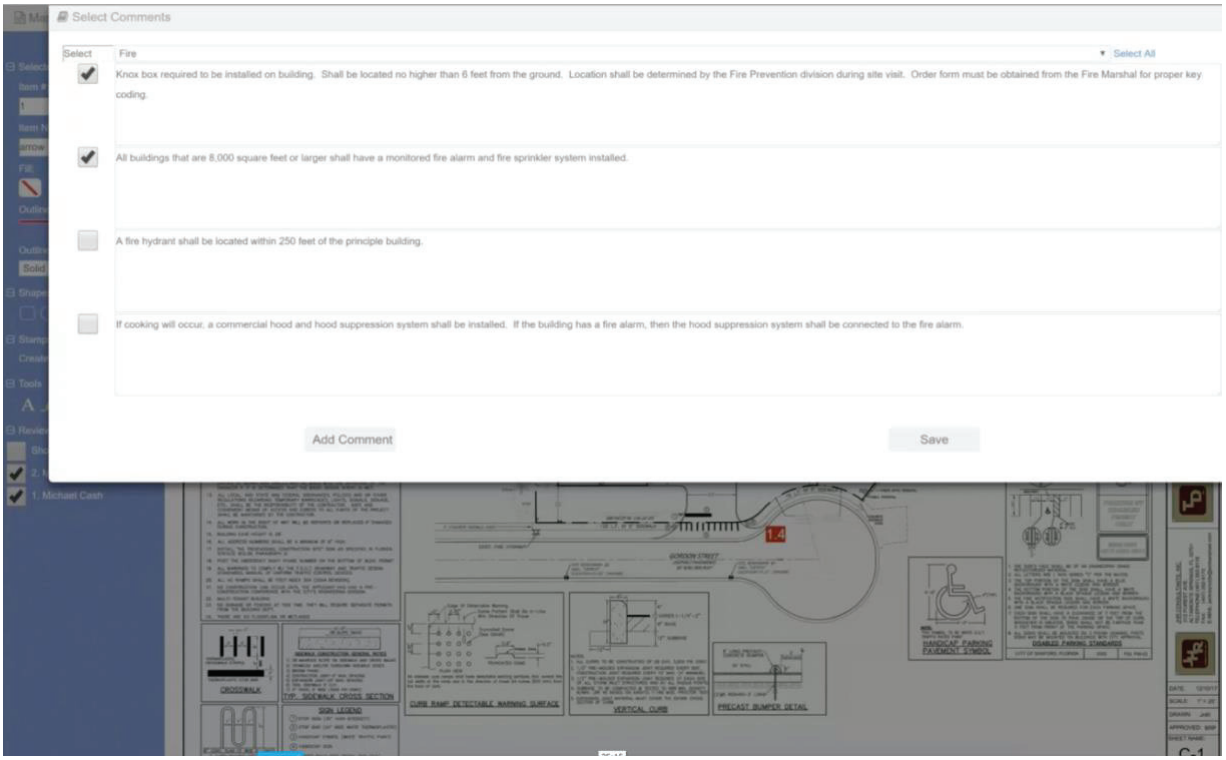
https://www.citizenserve.com/portfolio/#category_id_17

6.1.1 Electronic Plan Review Tools

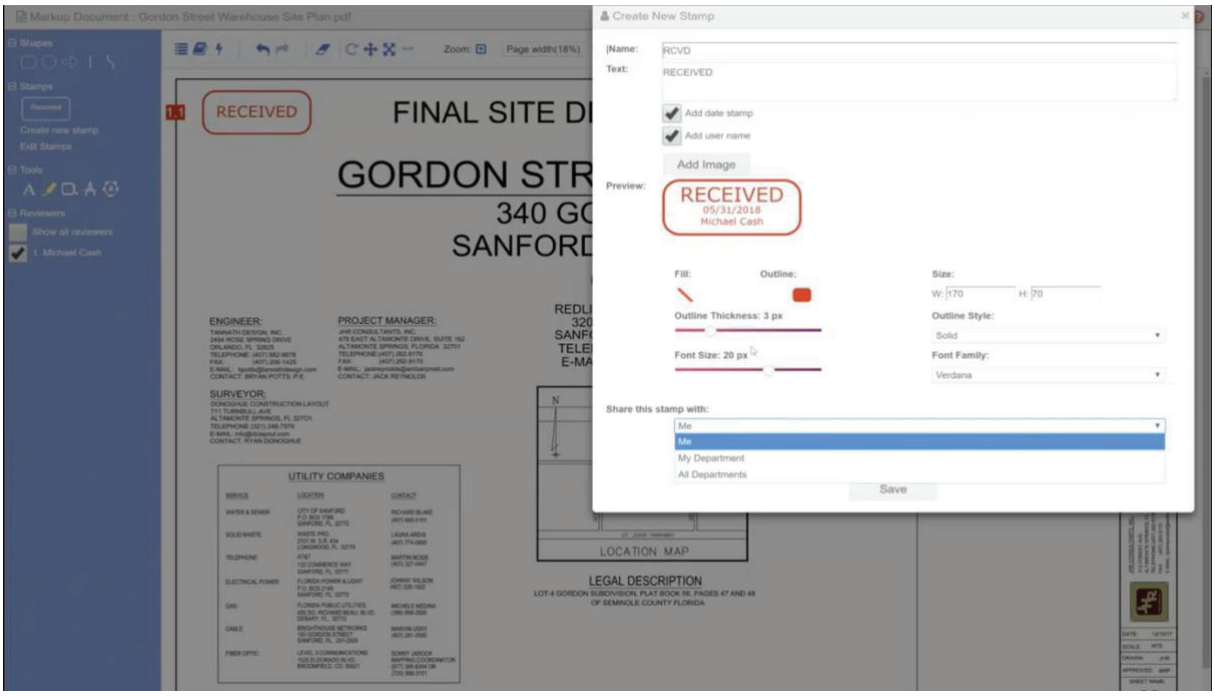
A Citizenserve subscription includes robust Electronic Plan Review tools to enable professional reviews. Our review tools include tools to measure areas and linear distances and accurately scale drawings. The Electronic Plan Review tool supports electronic plan comments by adding notes, standard comments, highlights, measurements, and other annotations. Each user can enter individual notes, highlights, measurements, stamps, and other annotations; the markup shows who made the entry and can filter entries to only show all, some, or only a single user's markups. We have included this information in case the City wishes to use this integrated tool.



Measure Areas and Linear Distances with Citizenserve's Review Tools



Create Customizable Custom Lists of Electronic Plan Comments for Each Department



Create and Share Custom Stamps

You can view a demo on Citizenserve's Electronic Plan Review tool at:

https://www.citizenserve.com/building-permit-software/citizenserve-document-markup-tool/

Order Form

Account Name: City of St. George

Contact Information:
Brenda Hatch
Development Services Office Manager
City of St. George
175 E 200 N St. George UT 84770
Email: brenda.hatch@sgcity.org
Phone: 435-627-4006

Billing Information:
Brenda Hatch
Development Services Office Manager
City of St. George
175 E 200 N St. George UT 84770
Email: brenda.hatch@sgcity.org
Phone: 435-627-4006

Contract Term:
Billing Cycle: Annual
Billing Schedule: Milestone
Service Term: 01/01/2022 - 12/31/2022

Components to be Implemented:
Planning and Zoning
Code Enforcement
Business Licensing

Fees:

12 User Subscriptions	$1,800 per named user per year	$21,600.00
Implementation	Initial Setup, Configuration, Proj Mgmt, & Remote Training ($1,200 per named user)	$14,400.00
Data Conversion	Tyler Technologies Incode business licensing data	$20,000.00
	Comcate code enforcement data	$5,000.00
… System Integration	ESRI GIS one way	$8,000.00
	Active Directory	$2,500.00
	Allpaid Payment Portal (GovPayNet payment processor)	$0.00
	Batch file to Tyler Technologies Incode (payments)	$0.00
Other Setup	Links to UT Departments of Prof Licensing, Commerce, Agriculture	$0.00
	Total 1st Year Fees	**$71,500.00**
	Each Additional Year Fees	**$21,600.00**

I authorize Online Solutions, LLC to invoice as per the above information.

Online Solutions:

Authorized Signature

Print or Type Name of Signatory

Execution Date

Address:
1101 E. Warner Road
Suite 160
Tempe, AZ 85284

Customer:

Authorized Signature

Print or Type Name of Signatory

Execution Date

Address:
City of St. George
175 E 200 N
St. George UT 84770

All rights reserved. Confidential.

DRAFT

Agenda Item Number : 1c

Request For Council Action

Date Submitted	12/10/2021 11:45 AM
Proposed City Council Date	12/16/2021
Applicant	Wes Jenkins
Subject	Consider approval of a professional services agreement with Alliance Engineering for the design of the Tech Ridge East Access Road.
Background	Alliance Engineering designed Cloud Drive (Tech Ridge West Access Road) and is providing engineering services for the development of Tech Ridge. Because of their involvement with the development of Tech Ridge, Public Works has asked Alliance Engineering to provide their services to design the East Access Road. The total cost for the design of the East Access Road is $238,850. This Agreement is contingent upon Legal Department review and approval.
Proposed Resolution	Public Works recommends approval
Cost	$$238,850
Action Taken	
Requested by	Wes Jenkins
File Attachments	exhibitaforpsaallianceengineeringdesignservices121021114521.pdf professionalservicesagrrementwithallianceengineeringfordesignoftechridgeeastaccessroad121021114521.pd
Approved by Legal Department?	No
Approved by City Admin Services?	NA
Approved in Budget?	Yes **Amount:** $238,850

ALLIANCE CONSULTING
A Planning and Engineering Firm

Engineering Scope of Work

JOB NO:	4568-21 Tech Ridge Southeast	CLIENT:	**City of St. George**
PROJECT:	Access Road Design	CONTACT:	Mr. Cameron Cutler
	City of St. George, UT	ADDRESS:	175 E 200 N
			St. George, UT 84790

Background Information

It is understood that the City of St. George is looking to secure professional engineering services for the Southeast Access road into the Tech Ridge Development. The scope of services described herein is for the design of approximately 2,700 feet of the roadway to provide access to the Southeast end of Tech Ridge.

The proposed design includes street and utility improvements based on the established alignment. This scope includes Preliminary and Final Design engineering services for the streets and utilities located in the project area indicated in the attached exhibit. Alliance Consulting will provide professional technical engineering services including obtaining topographical data and evaluation, and will provide the design for the roadway and surface drainage systems; as well as JUT and gas, water, and storm sewer systems with connecting transmission and distribution pipelines.

It is important to recognize that the proposed roadway development encounters a hillside with marginal stability which present significant challenges to the development of the roadway infrastructure. It is understood that this roadway is being constructed on **(less than desirable)** soil conditions requiring special design considerations. The Geotechnical Engineers Report dated Oct. 9, 2018 states, “A calculated factor of safety using the parameters selected to characterize the materials in the slope and the existing configuration is near 1.0 and will not meet the standard acceptable level of at least 1.5;” consequently, the life span of the road may be affected. Additional roadway maintenance may be required to keep the roadway in normal operational performance.

A more detailed breakdown of the scope to be performed is provided in the Work Plan as follows:

Work Plan

ALLIANCE CONSULTING shall perform services specified herein, following practices consistent with acceptable professional and technical standards for work of this nature.

Preliminary Project Engineering

CDM Coordination Meetings

Lead project coordination meetings as requested by the Client or the government agency during the preliminary development process.

MAP Project Mapping

Compile a base map showing existing and proposed features, topography, existing utilities, and project limits. Prepare a vicinity map.

GRD Grading and Earthwork Plan

Prepare a preliminary grading plan to show existing and proposed contours, cross-sections, terrain details, and preliminary earthwork quantities. Submit for review by the City and incorporate comments received.

DRG Drainage Study

Determine the site drainage requirements. Establish and run a site hydrologic model for the required design storms, assuming existing site conditions and future site build out conditions. Design hydraulic improvements needed to meet local drainage requirements. Summarize findings in a site drainage report.

HLL Hillside coordination

Develop a hillside submittal package including a concept grading/earth-moving plan for the hillside review board to review and evaluate. Attend the necessary meetings to present the hillside conceptual information to City Staff, Hillside Review board, Planning Commission, and City Council as required. Obtain feedback and/or approval of the project design. Incorporate revisions and/or additions to the conceptual plan required by the hillside review board.

PPD Plan and Profile Drawings

Develop initial horizontal and vertical alignment for the project roadways, storm sewer, and implement water and dry utility designs provided by others for City review. Consideration will be given to intersections to accommodate projected traffic along with active transportation options. Prepare associated preliminary details. Review with the City Staff.

UTL Utility Plans

Prepare a project Utility Plan, from field data and from utility companies' plans received during the Conceptual Development phase. Submit design plans for JUC review and attend JUC meetings as required. Make modifications on the design plans per JUC review comments.

Preliminary Project Engineering	
SubTotal	**$134,350**

Final Project Engineering

CDM Coordination Meetings
Attend and participate in all project coordination meetings as requested by the Client or the government agency during the final design process.

EST Engineer's Estimate
Prepare a Final Engineer's Estimate of construction costs based on the preliminary plat and final improvement plans.

FPL Final Plat
Prepare the final plat drawing for dedication of road right-of-way in accordance with applicable ordinances and regulations and submit to the County Recorder's office for recordation. Complete the required checklists for the City Surveyor and City Attorney.

GRD Grading and Earthwork Plan
Complete the final grading plans for the project including details, cross-sections, construction notes and specifications. Submit for final review by the City and incorporate comments received. Prepare a grading permit application. Obtain approval for construction from the City Engineer.

PPD Plan and Profile Drawings
Complete the final street, drainage and profile drawings for the project including details, cross-sections, and construction notes. Submit for final review by the City and incorporate comments received. Obtain approval for construction from the City Staff.

UTL Utility Plans
Complete the final utility plans (storm water, water, electric, and gas) for the project including final details, construction notes and specifications. Submit for final review by the utility companies and incorporate comments received. Obtain approval for construction from the from JUC Review Committee and the City Public Staff.

Final Project Engineering	
SubTotal	**$104,500**

Fees

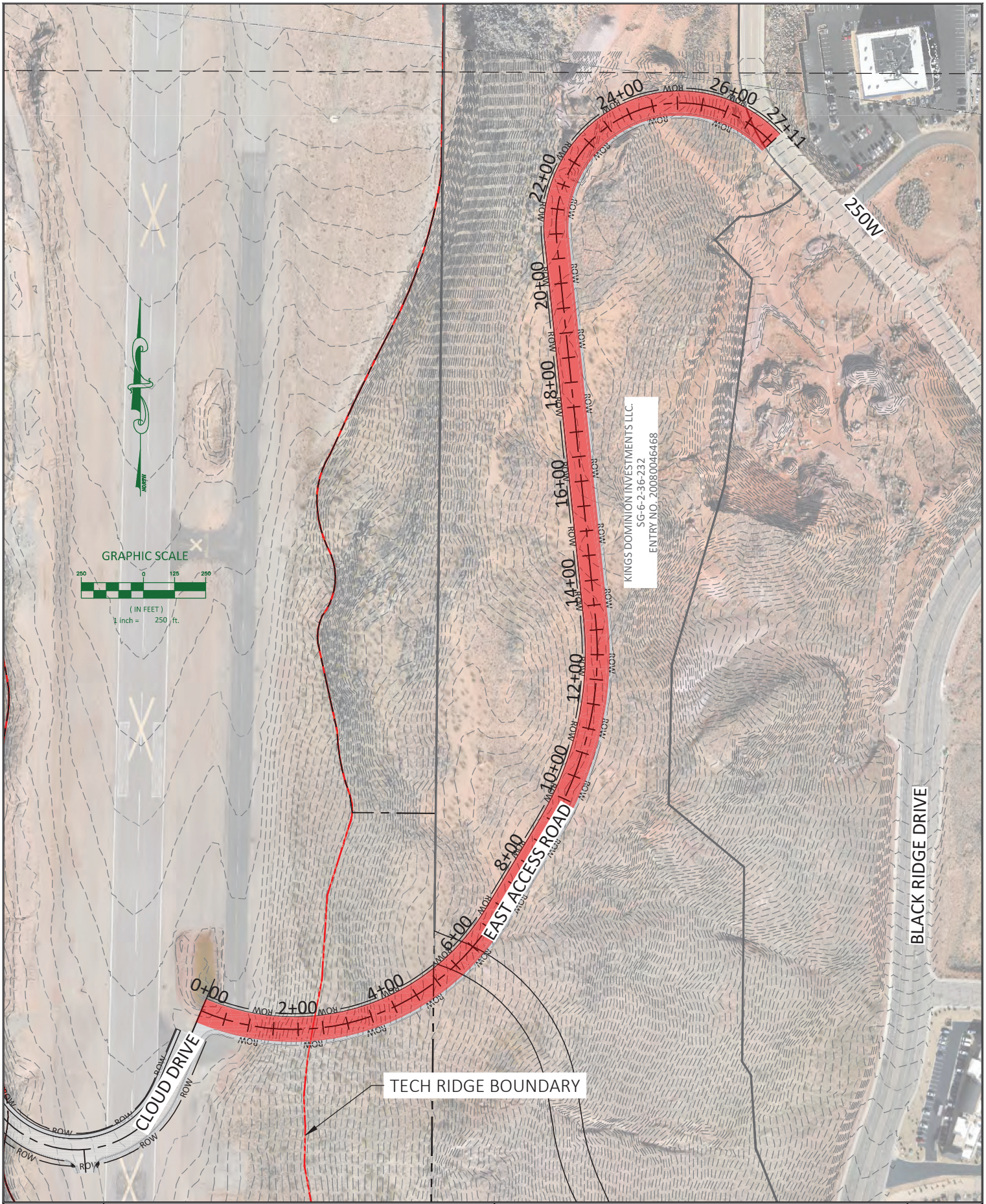
Alliance Consulting agrees to provide services as itemized in the *Work Plan* on a time and materials basis, with a total contract fee not to exceed:

Project Engineering	
Total	**$238,850**

This scope does not include the following services:

- Geotechnical Work
- Materials Testing
- Construction Engineering or CA/CO Services

Work will be invoiced monthly, in accordance with current hourly rates (attached). Hourly rates are subject to change annually.



DATE: 4-6-21 JOB NUMBER: 4488 SCALE: NTS	2303 N Coral Canyon Blvd., Suite 201 Washington, Utah 84780-0577 Tel (435) 673-8060 Fax (435) 673-8065 ALLIANCE CONSULTING A Planning and Engineering Firm	EAST ACCESS ROAD FOR TECH RIDGE DEVELOPMENT LOCATED IN ST. GEORGE CITY, WASHINGTON COUNTY, UTAH	FIGURE 1

ALLIANCE CONSULTING
A Planning and Engineering Firm

2021 Utah Rate Schedule

Category	Staff	Rate
Engineers		
	Senior Principal Engineer	$ 240.00
	Principal Engineer	$ 180.00
	Senior Associate Engineer	$ 210.00
	Associate Engineer	$ 140.00
	Senior Engineer	$ 165.00
	Staff Engineer	$ 135.00
	Engineering Intern	$ 100.00
Other Professionals		
	Senior Project Manager	$ 150.00
	Project Manager	$ 130.00
	Senior Planner	$ 180.00
	Planner	$ 115.00
	Senior Environmental Specialist	$ 183.00
	Environmental Specialist	$ 115.00
	Senior Communication Specialist	$ 120.00
	Communication/Graphics Specialist	$ 95.00
	Senior Public Involvement Specialist	$ 150.00
	Public Involvement Specialist	$ 115.00
	Senior GIS Analyst	$ 135.00
	GIS Analyst	$ 115.00

Technicians	
Senior Engineering Technician	$ 145.00
Engineering Technician	$ 115.00
Senior CAD Technician	$ 135.00
CAD Technician	$ 95.00
Senior Field Technician	$ 110.00
Field Technician II	$ 100.00
Field Technician	$ 95.00
Surveyors and Technicians	
Senior Licensed Surveyor	$ 170.00
Licensed Surveyor	$ 150.00
Senior Surveyor/ROW Technician	$ 175.00
Senior ROW Acquisition Technician IV	$ 130.00
ROW Acquisition Technician	$ 100.00
Administrative Assistant	$ 65.00
Water Rights Specialist	$ 180.00
1-Person GPS Survey Crew	$ 135.00
2-Person GPS Survey Crew	$ 170.00
3-Person GPS Survey Crew	$ 210.00
Indirect Expenses	
Mileage per mile	$ 0.70
Vehicle Charge	$ 200.00
ATV Charge	$ 190.00
Per Diem	$ 125.00
Side-by-Side ATV	$ 190.00
Snow Equipment/Snowmobile	$ 75.00

CITY OF ST. GEORGE PROFESSIONAL SERVICES AGREEMENT
FOR TECH RIDGE EAST ACCESS ROAD **WITH** ALLIANCE CONSULTING

This Agreement is made and entered into this ____ day of _____, 2021, by and between the City of St. George, a municipal corporation, with offices at 175 East 200 North, St. George, Utah 84770 (hereinafter called the "CITY"), and Alliance Consulting, with offices at 2303 North Coral Canyon Boulevard, Suite 201, Washington, Utah 84780 (hereinafter called "CONSULTANT").

WITNESSETH THAT:

WHEREAS, CITY desires professional services to be performed and has solicited CONSULTANT to provide surveying, and roadway, drainage and utility design) services including (hydrology study, hillside packet, roadway and utility construction drawings, final plat, and other deliveralbe items necessary for a complete set of roadway construction drwaings) for the Tech Ridge East Access Road Project (hereinafter called the PROJECT); and

WHEREAS, CONSULTANT has submitted a proposal for the PROJECT; and

WHEREAS, CITY selected CONSULTANT to perform the services for the PROJECT;

NOW, THEREFORE, for the consideration hereinafter set forth, the parties hereto do mutually agree as follows:

1. **EMPLOYMENT OF CONSULTANT.**
   a. CONSULTANT is a professional Engineer licensed by the State of Utah and the City of St. George. CONSULTANT has all licenses, permits, and approvals that are legally required for CONSULTANT to practice its profession and shall keep them in effect at all times during the term of this Agreement.
   b. CONSULTANT states that it has the necessary knowledge, experience, abilities, skills and resources to perform its obligations under this Agreement, and agrees to perform its obligations under this Agreement in a professional manner, consistent with prevailing industry standards and practices as observed by competent practitioners of the profession in which CONSULTANT and its subcontractors or agents are engaged.
   c. CONSULTANT certifies that it does not and will not during the performance of this contract knowingly employ, or subcontract with any entity which employs workers in violation of 8 USC § 1324a. CONSULTANT agrees to require all subcontractors at the time they are hired for this project to sign a Certification of Legal Work Status and submit the Certification to CITY prior to any work being performed by the subcontractors. CONSULTANT agrees to produce, at CITY'S request, documents to verify compliance with applicable State and Federal laws. If CONSULTANT knowingly employs workers or subcontractors in violation of 8 USC § 1324a, such violation shall be cause for unilateral

cancellation of the contract between CONSULTANT and CITY. In addition, CONSULTANT may be suspended from participating in future projects with CITY for a period of one (1) year. In the event this contract is terminated due to a violation of 8 USC § 1324a by CONSULTANT or a subcontractor of CONSULTANT, CONSULTANT shall be liable for any and all costs associated with such termination, including, but not limited to, any damages incurred by CITY as well as attorney fees. For purposes of compliance, CITY requires CONSULTANT and subcontractors to use E-Verify or other federally accepted forms of verification to verify the employment eligibility of all employees as allowed by law and the E-Verify procedures. CONSULTANT and subcontractors must maintain authorized documentation of the verification.

d. CONSULTANT shall not, either during or after the term of this Agreement, make public any reports or articles, or disclose to any third party any confidential information relative to the work of City or the operations or procedures of CITY without the prior written consent of CITY.
e. CONSULTANT further agrees that it shall not, during the term of this Agreement, take any action that would affect the appearance of impartiality or professionalism.
f. CONSULTANT, by execution of this Agreement, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability or marital status in its employment practices.
g. CONSULTANT expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve CONSULTANT from any obligation to comply with all applicable requirements of CITY during the term of this Agreement including the payment of fees and compliance with all other applicable ordinances, resolutions, regulations, policies and procedures of CITY, except as modified or waived in this Agreement.
h. CONSULTANT shall comply with all applicable federal, state, and local laws, regulations, and ordinances that affect those employees or those engaged by CONSULTANT on the PROJECT, and will procure all necessary licenses, permits and insurance required.
i. CITY acknowledges that CONSULTANT may employ various specialized subcontractors for up to 15% of the services provide herein. CONSULTANT shall give written notice to CITY at least seven (7) days prior to CONSULTANT's employment of the subcontractors to perform portions of the work provided for in this Agreement. It shall be solely CONSULTANT's responsibility to ensure that any of CONSULTANT'S subcontractors perform in compliance with the terms of this Agreement. Subcontractors may not be changed without ten (10) days prior written notice to CITY.

2. **PROJECT SERVICES DESCRIPTION.**

a. CONSULTANT will provide the services covered by this Agreement as described in the attached Scope of Work (Exhibit A) which is made a part of this Agreement by this reference. CITY may at any time, as the need arises, order changes within the scope of the services without invalidating the Agreement. If such changes increase or decrease the amount due under the Agreement, or in the time required for performance of the work, an equitable adjustment shall be authorized by change order.
b. CONSULTANT shall furnish all of the material, supplies, tools, transportation, equipment, labor, subcontractor services and other services necessary for the completion of the work described in Exhibit A.
c. CONSULTANT shall provide services in compliance with all applicable requirements of

federal, state, and local laws, codes, rules, regulations, ordinances, and standards.

3. **TERM OF AGREEMENT.**
   a. This Agreement shall be effective as of the date executed by all parties and shall continue until services provided for this Agreement have been performed unless otherwise terminated as set forth in this Agreement.
   b. CONSULTANT agrees to perform services as expeditiously as is consistent with professional skill and care and the orderly progress of the PROJECT. CONSULTANT shall perform the services in a timely manner according to the schedule approved by CITY.
   c. CONSULTANT shall perform its services upon Notice to Proceed from CITY and in accordance with the schedule approved by CITY. In the event that performance of its services is delayed by causes beyond the reasonable control of CONSULTANT, and without the fault or negligence of CONSULTANT, the time for the performance of the services shall be equitably adjusted by written amendment to reflect the extent of such delay. CONSULTANT shall provide CITY with written notice of delay, including a description of the delay and the steps contemplated or actually taken by CONSULTANT to mitigate the effect of such delay.

4. **COMPENSATION**

For the performance of the services and completion of PROJECT set forth herein, CITY shall reimburse CONSULTANT as set out in the Contract Documents, not to exceed the amounts listed in Exhibit "A".

5. **INVOICING, PAYMENT, NOTICES.**
   a. CONSULTANT shall submit invoices, no more frequently than monthly, for the services rendered during the preceding period; invoices shall describe the services performed, list all subcontractors used and the amount owed or paid to them, list all suppliers used and the amount owed or paid to them, list the contract amount, list the current invoice amount based on percentage of task complete, list the previous invoice amount, list total invoices to date, and list the contract balance.
   b. In executing the request for payment, CONSULTANT shall attest that subcontractors involved with prior requests for payment have been paid, unless CONSULTANT provides a detailed explanation why such payments have not occurred. CONSULTANT shall also sign a “Conditional Waiver and Release Upon Progress Payment” and a Certificate of Legal Work Status and submit them with each request for payment. CONSULTANT shall require each subcontractor to sign a “Conditional Waiver and Release Upon Progress Payment” and a Certificate of Legal Work Status at the time subcontractor is paid and shall provide a copy of the both documents to CITY.
   c. A “Waiver and Release Upon Final Payment” signed by CONSULTANT attesting that all subcontractors, laborers and material suppliers involved with prior requests for payment have been paid, and that all subcontractors, laborers and material suppliers upon which the final payment is based will be paid immediately unless CONSULTANT provides a detailed explanation why such payments have not occurred or will not occur. CONSULTANT shall also require each subcontractor to sign a “Waiver and Release Upon Final Payment” and a Certificate of Legal Work Status at the time subcontractor is paid its final payment and shall provide a copy of both documents to CITY.

d. If such liens, claims, security interests or encumbrances remain unsatisfied after payments are made, CONSULTANT shall refund to CITY all money that CITY may be compelled to pay in discharging such liens, including all costs and reasonable attorneys' fees.
e. All invoices for reimbursable costs shall be taken from the books of account kept by CONSULTANT, and CONSULTANT shall maintain copies of payroll distribution, receipted bills and other documents. CITY shall have the right to review all books and records kept by CONSULTANT and any subcontractors concerning the operation and services performed under this Agreement.
f. CITY shall withhold payment for any expenditure not substantiated by CONSULTANT'S or subcontractor's books and records.
g. In the event CITY has made payment for expenditures that are not allowed, as determined by CITY'S audit, CONSULTANT shall reimburse CITY for the amount of the un-allowed expenditures. If additional money is owed to CONSULTANT, the reimbursement may be deducted from the additional money owed.
h. CITY shall make no payment for any services not specified in this Agreement unless such additional services and the price thereof are agreed to in writing, prior to the time that such additional services are rendered.
i. Invoices shall be paid to CONSULTANT within thirty (30) days of presentation to CITY.
j. CITY may withhold 5% of billed amount as retention. Retention held shall be included in the final invoice after the contract is complete.

6. **CHARGES AND EXTRA SERVICE.**
   a. CITY may make changes within the general scope of this Agreement. If CONSULTANT is of the opinion that a proposed change causes an increase or decrease in the cost and/or the time required for performance of this Agreement, CONSULTANT shall notify CITY of that fact. An agreed-upon change will be reduced to writing signed by the parties hereto and will modify this Agreement accordingly. CONSULTANT may initiate such notification upon identifying conditions which may change the services agreed to on the effective date of this Agreement, as set forth in Exhibit "A". However, CONSULTANT represents that to the best of its knowledge that it is not aware of any such conditions on the date hereof. Any such notification must be provided within thirty (30) days from the date of receipt by that party of the other party's written notification of a proposed change.
   b. CITY may request CONSULTANT to perform extra services not covered by Exhibit "A", and CONSULTANT shall perform such extra services and will be compensated for such extra services when they are reduced to a writing mutually agreed to and signed by the parties hereto amending this Agreement accordingly.
   c. CITY shall not be liable for payment of any extra services nor shall CONSULTANT be obligated to perform any extra services except upon such written amendment.

7. **TO BE FURNISHED BY CITY.** Resources to be furnished by CITY to CONSULTANT, at no cost to CONSULTANT, consist of CITY staff assistance for oversight and meetings to help perform the services. CONSULTANT shall verify accuracy of the information provided, unless otherwise stated in the contract documents.

8. **INSPECTIONS.** All work shall be subject to inspection and approval of CITY or its authorized representative.

9. **ACCURACY AND COMPLETENESS.**

a. CONSULTANT has total responsibility for the accuracy and completeness of its investigations, calculations, reports, plans and related designs, specifications and estimates prepared for the PROJECT and shall check all such material accordingly.
b. The plans will be reviewed by CITY for conformity with PROJECT objectives and compliance with CITY Standards.
c. Reviews by CITY do NOT include the detailed review or checking of major design components and related details or the accuracy with which such designs are depicted on the plans.
d. The responsibility for accuracy and completeness remains solely with CONSULTANT and shall be performed consistent with the standard of care.

10. **INDEPENDENT CONTRACTOR.**

a. CITY retains and employs CONSULTANT, as an independent contractor, to act for and represent it in all matters involved in the performance of services on the PROJECT, subject to the terms, conditions and stipulations as hereinafter stated.
b. It is understood and agreed that CONSULTANT will provide the services without supervision from CITY. CONSULTANT is an independent contractor and is not an employee, officer, or agent of CITY for any purposes related to the performance of this Agreement and is not an employee of CITY and is not entitled to any benefits from CITY.
c. Nothing in this agreement shall create nor be construed to constitute a partnership or joint venture between CONSULTANT and CITY.
d. CONSULTANT is advised to obtain and maintain in effect during the term of this Agreement medical insurance and disability insurance for all related work performed under this Agreement.
e. CONSULTANT acknowledges that CITY will not withhold any federal, state, or local taxes, including FICA, nor will CITY provide any unemployment compensation or worker's compensation coverage. As an independent contractor, CONSULTANT shall be responsible for all taxes, worker's compensation coverage and insurance coverage, and shall hold CITY harmless and indemnify CITY from and against any and all claims related to taxes, unemployment compensation, and worker's compensation.
f. CONSULTANT shall secure, at its own expense all personnel required in performing the services under this Agreement. The employees of CONSULTANT shall not be considered to be the employees of CITY nor have any contractual relationship with CITY. CONSULTANT and its employees shall not hold themselves out as, nor claim to be officers or employees of CITY by reason of this Agreement. The employees of CITY shall not be considered to be employees of CONSULTANT.
g. Neither party has the right to bind or obligate the other in any way. CONSULTANT shall not use the name, trademarks, copyrighted materials, or any information related to this Agreement in any advertising or publicity without CITY'S prior written authorization.

11. **INSURANCE.**

a. GENERAL: CONSULTANT shall secure and maintain insurance as required by laws and regulations and the terms of this agreement to protect against any liability, loss or expense which occurs or arises as a result of the performance of the services provided pursuant to this

agreement or as changed as provided herein. CONSULTANT'S insurer must be authorized to do business in Utah and must have an A.M. Best rating of A VIII or better at the time this contract is executed.

b. COMMENCEMENT OF WORK: Neither CONSULTANT, his Suppliers nor any subcontractors shall enter the site of the work or commence work under this contract before CITY has received and accepted Certificate(s) of Insurance and Insurance Endorsements, and has issued the Notice to Proceed.

c. INSURANCE CERTIFICATES AND COVERAGE: Insurance certificates shall be issued on all policies required under this contract and shall be signed by an authorized representative of the insurance company. The insurance certificate or the coverage required shall include the following:
   i. The name and address of the insured.
   ii. CITY shall be named as a Certificate Holder.
   iii. CITY shall be named as an additional primary insured on the General Liability Certificate with CITY listed as non-contributory on the General Liability certificate.
   iv. The location of the operations to which the insurance applies.
   v. The number of the policy and the type or types of insurance in force thereunder on the date borne by the certificate.
   vi. The expiration date of the policy and the limit or limits of liability thereunder on the date borne by the certificate.
   vii. A statement that all coverage is on an occurrence basis rather than a claims basis except for the Professional Errors and Omissions Malpractice Insurance coverage.
   viii. A provision that the policy or policies will not be cancelled, denied renewal, or reduced in coverage until at least 30 days after written notice has been received by CITY.
   ix. Name, address, and telephone number of the insurance company's agent of process in Utah.
   x. Other information to demonstrate compliance with additional requirements stipulated for the various types of insurance coverage.

d. COMPENSATION INSURANCE: CONSULTANT shall take out and maintain Worker's Compensation Insurance as required by the Labor Code for all its employees at the site of the work during the life of this contract. Coverage must be provided by a company authorized by the State of Utah to provide Worker's Compensation Insurance. The insurance shall include:
   i. Insurance certificates shall provide a waiver of subrogation by the carrier to Certificate Holder.
   ii. CONSULTANT shall require each subcontractor to provide Workers Compensation Insurance for its employees unless such employees are covered by CONSULTANT.
   iii. In the event any class of employees engaged in hazardous work under this contract is not protected by the Worker's Compensation Statute, CONSULTANT shall provide, and shall cause its subcontractors to provide, special insurance for the protection of such employees not otherwise protected.

e. COMMERCIAL GENERAL LIABILITY INSURANCE:
   i. CONSULTANT shall procure and maintain commercial general liability insurance for the duration of the contract against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, his agents, representatives, employees or

subcontractors. The insurance shall remain in effect during the term of this agreement and such that claims reported beyond the date of substantial completion of this agreement are covered and during the warranty period, to the extent that it relates to the activities covered by this Agreement, in such manner and amounts as set forth herein.

ii. The Insurance Endorsement shall evidence such provisions.

iii. The minimum commercial general liability insurance shall be as follows:
   1. Comprehensive general liability insurance for injuries, including accidental death, to any one person in any one occurrence in an amount not less than $1,000,000.00 Dollars.
   2. Comprehensive general liability insurance for injuries, including accidental death, to two or more persons in any one occurrence in an amount not less than $3,000,000.00 Dollars.
   3. Broad form property damage insurance in an amount not less than $300,000.00 Dollars.

iv. Such policy shall include each of the following coverages:
   1. Comprehensive form.
   2. Premises - operations.
   3. Explosion and collapse hazard.
   4. Underground hazard.
   5. Product/completed operations hazard.
   6. Contractual insurance.
   7. Broad form property damage, including completed operations.
   8. Independent contractors for vicarious liability.
   9. Personal injury.
   10. Cross liability or severability of interest's clause shall be included unless a separate policy covering CITY is provided.

f. PROFESSIONAL LIABILITY ERRORS AND OMISSIONS INSURANCE:

i. CONSULTANT shall carry and maintain Professional Liability Errors and Omissions Insurance in an amount not less than $3,000,000.00 Dollars for all work performed under this Agreement.

ii. CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, his agents, representatives, employees or subcontractors. With respect to General Liability, Professional liability coverage should be maintained for a minimum of five (5) years after contract completion.

iii. If Professional Liability coverages are written on a claims-made form:
   1. The retroactive date must be shown and must be before the date of the contract or the beginning of contract work.
   2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
   3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the CONSULTANT must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.
   4. A copy of the policy must be submitted to CITY for review.

g. BUSINESS AUTOMOBILE COVERAGE:
   i. CONSULTANT shall carry and maintain business automobile insurance coverage on each vehicle used in the performance of the work in an amount not less than $1,000,000.00 Dollars for one person and $3,000,000.00 Dollars for more than one person and for property damage resulting from any one occurrence which may arise from the operations of CONSULTANT in performing the work.
   ii. Such business automobile insurance shall include each of the following types:
      1. Comprehensive form, including loading and unloading.
      2. Owned.
      3. Hired.
      4. Non-owned.

12. **INDEMNITY AND LIMITATION.**

a. CONSULTANT shall indemnify, defend, and hold harmless CITY, its elected officials, officers, employees, and representatives against any and all claims, suits, causes of action, demands, losses, costs, and damages and liability of every kind including but not limited to all fees and charges of attorneys and other professionals and all court or other dispute resolution costs for:
   i. death or injuries to persons or for loss of or damage to property which directly or indirectly, in whole or in part are caused by, resulting from, or arising out of the intentional, reckless, negligent, or wrongful acts, errors or omissions, or other liability imposed by law of CONSULTANT, its officers, employees, agents, or representatives in the performance of services under this Agreement or any subcontractor, any supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work;
   ii. CONSULTANT's failure or refusal, whatever the reason, to pay subcontractors or suppliers for Work performed under the Agreement;
   iii. claims by any employee of the CONSULTANT, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, CONSULTANT'S indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONSULTANT or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits acts.

b. CITY shall give CONSULTANT prompt written notice of any such claims or suits filed against CITY arising out of the services provided under this Agreement. CONSULTANT agrees to defend against any claims brought or actions filed against CITY arising out of the services provided under this Agreement. If CITY'S tender of defense, based upon the indemnity provision, is rejected by CONSULTANT or CONSULTANT'S insurer, and CONSULTANT is later found by a court of competent jurisdiction to have been required to indemnify the CITY, then, in addition to any other remedies the CITY may have, CONSULTANT shall pay the CITY'S reasonable costs, expenses and attorney's fees incurred in obtaining such indemnification, defending themselves or enforcing the indemnification provision.

c. The insurance requirements in this agreement shall not be construed as limiting CONSULTANT'S liability. Irrespective of the requirements for CONSULTANT to carry insurance as provided herein, insolvency, bankruptcy or failure of any insurance company to

pay all claims accruing shall not be held to relieve CONSULTANT of any obligations under this agreement.

13. **DOCUMENTS.**

a. All data used in compiling CONSULTANT's work, and the results of any tests or surveys, as well as all photographs, drawings, electronically stored records of work performed, renderings, specifications, schedules, CONSULTANT's work, data processing output, computations, studies, audits, research, reports, models and other items of like kind prepared by CONSULTANT, and its employees, shall be the sole and exclusive property of CITY, and CITY shall own all intellectual property rights thereto whether the specific work project for which they are made is undertaken or not. CONSULTANT may retain reproducible copies of all of the foregoing documents for information and reference and customary marketing and public relations. The originals of all of the foregoing documents shall be delivered to CITY promptly upon completion thereof. This provision may be enforced by an order of specific performance and is independent of any other provision of this Agreement. Compliance by CONSULTANT with this paragraph shall be a condition precedent to CITY's obligation to make final payment to CONSULTANT. If CITY has specific requirements on the information and manner the documentation is collected, CITY shall provide those specifics to CONSULTANT in writing.

b. Plans, specifications, maps and record drawings prepared or obtained under this Agreement shall be provided to CITY in a format approved by CITY which shall generally be a hard copy and an electronic copy and shall become the property of CITY whether the work for which they are prepared is executed or not.

c. The basic survey notes and sketches, charts, computations, and other data prepared under this Agreement shall be made available upon request to CITY without restriction or limitation on their use.

d. CITY shall have the right to use reports, designs, details or products developed as part of this Agreement for purposes of maintenance, remodeling or reconstruction of existing facilities or construction of new facilities without additional compensation to CONSULTANT or without restriction or limitation on its use even if documents are considered copyrighted material.

e. CITY will hold harmless CONSULTANT for any use or reuse of these reports, designs, or details for purposes other than the project associated with this Agreement unless CITY obtains validation of that use or reuse from CONSULTANT.

14. **RECORDS.**

a. CONSULTANT shall maintain records, books, documents and other evidence directly pertinent to the performance of services under this Agreement in accordance with generally accepted accounting principles and practices.

b. CONSULTANT agrees to keep proper books of records and accounts in which complete and correct entries will be made of payroll costs, travel, subsistence, and field expenses.

c. Said books shall, at all times, be available for at least three (3) years after final payment for reasonable examination by CITY.

15. **TERMINATION.**

a. CITY may terminate this Agreement by providing fourteen (14) days written notice prior to the effective termination date to CONSULTANT.

b. In the event of such termination, CITY shall pay CONSULTANT for all services actually rendered up to and including the date of termination.
c. CONSULTANT shall deliver to CITY copies of all drawings, reports, analyses, documents and investigations, whether completed or not, that were prepared or were being prepared under the provisions of this Agreement.

16. **CONFLICT BETWEEN DOCUMENTS.** In the event of a conflict between this Agreement and any other documents with CONSULTANT, this Agreement shall govern.

17. **CONFLICT OF INTEREST.**

a. CONSULTANT certifies that it has disclosed to CITY any actual, apparent or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement.
b. CONSULTANT agrees to advise CITY of any actual, apparent or potential conflicts of interest that may develop after the date of execution of this Agreement.
c. CONSULTANT further agrees to complete any statements of economic interest required by either CITY ordinance or State law.

18. **NON WAIVER.** No failure or waiver or successive failures or waivers on the part of either party hereto, their successors or permittee assigns, in the enforcement of any condition, covenant, or Article of this Agreement shall operate as a discharge of any such condition, covenant, or Article nor render the same invalid, nor impair the right of either party hereto, their successors or permitted assigns, to enforce the same in the event of any subsequent breaches by the other party hereto, its successors or permitted assigns.

19. **NOTIFICATION.** All notices required or permitted to be made by either party in connection with this Agreement shall be in writing, and shall be deemed to have been duly given: (a) five (5) business days after the date of mailing if sent by U.S. mail, postage prepaid, (b) when transmitted if sent by facsimile, provided a confirmation of transmission is produced by the sending machine and a copy of such facsimile is promptly sent by another means specified in this Section; or (c) when delivered if delivered personally or sent by express courier service. All notices shall be sent to the other party at its address as set forth below unless written notice is given by either party of a change of address:

CITY:	City of St. George 175 East 200 North St. George, Utah 84770	CONSULTANT:	Alliance Consulting 303 North Coral Canyon Boulevard, Suite 201 Washington, Utah, 84780
Attention:	Wes Jenkins	Attention:	Mike Bradshaw

20. **GOVERNING LAW AND VENUE.** This Agreement shall be construed according to the laws of the State of Utah. The parties agree that venue for all legal actions, unless they involve a cause of action with mandatory federal jurisdiction, shall be the Fifth District Court for the State of Utah. The parties further agree that the Federal District Court for the District of Utah shall be the venue for any cause of action with mandatory federal jurisdiction. The parties shall have all rights and remedies provided under applicable Federal or State law for a breach or threatened

breach of this Agreement. These rights and remedies shall not be mutually exclusive, and the exercise of one or more of these rights and remedies shall not preclude the exercise of any other rights and remedies. Each party agree that damages at law may be an inadequate remedy for a breach or threatened breach of any provision hereof and the respective rights and obligations of the parties hereunder shall be enforceable by specific performance, injunction, or other equitable remedy. Nothing in this Agreement shall be construed to waive the sovereign immunity of the government parties.

21. **LEGAL FEES.** Should any party default on any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including reasonable attorney's fee, which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing a lawsuit or otherwise. This obligation of the defaulting party to pay costs and expenses includes, without limitation, all costs and expenses, including reasonable attorney's fee including appeals and bankruptcy proceedings. If either party commences legal action to interpret any term of this agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees, court costs, and any other costs incurred in connection with such action.

22. **MODIFICATION OF AGREEMENT.** CITY specifically reserves the right to modify or amend this Agreement and the total sum due hereunder either by enlarging or restricting the scope of the Work. All modifications shall be in writing and executed by both parties. Each Work Order adopted under this Agreement shall incorporate the terms and conditions of this Agreement and shall constitute a modification to this contract. A Work Order may amend the terms and conditions of this Agreement only as they apply to that particular Work Order and shall not have any general effect on this Agreement.

23. **RESERVED LEGISLATIVE POWERS.** Nothing in this Agreement shall limit the future exercise of the police power by CITY in enacting zoning, subdivision, development, transportation, environment, open space, and related land use plans, policies, ordinances, and regulations after the date of this Agreement, but which shall not be retroactively applied to or modify this Agreement.

24. **SUCCESSORS AND ASSIGNS.** CONSULTANT shall not assign, sublet, sell, transfer, or otherwise dispose of any interest in this Agreement without assigning the rights and the responsibilities under this Agreement and without the prior written approval of CITY. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not inure to the benefit of any third party or other person.

25. **NO JOINT VENTURE, PARTNERSHIP OR THIRD-PARTY RIGHTS.** It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between the parties. No term or provision of this Agreement is intended to or shall, be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

26. **INTEGRATION.** This Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understanding of whatever kind or nature between CITY and CONSULTANT and supersedes and replaces all terms and conditions of any prior agreements, arrangements, negotiations, or representations, written or oral, with respect to this PROJECT.

27. **SEVERABILITY.** If any part or provision of this Agreement shall be determined to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Agreement except that specific provision determined to be unconstitutional, invalid or unenforceable. If any condition, covenant or other provision of this Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

28. **CONSTRUCTION.** Each of the parties hereto has had the opportunity to review this agreement with counsel of their choosing and the rule of contracts requiring interpretation of a contract against the party drafting the same is hereby waived and shall not apply in interpreting this agreement.

29. **SURVIVAL.** It is expressly agreed that the terms, covenants and conditions of this Agreement shall survive any legal act or conveyance required under this Agreement.

30. **HEADINGS.** The section and other headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

31. **COUNTERPARTS.** This Agreement may be executed in counterparts each of which shall be an original and shall constitute one and the same agreement.

32. **AUTHORITY OF PARTIES.** The parties executing this Agreement hereby warrant and represent that they are duly authorized to do so in the capacity stated and that this Agreement constitutes a valid and binding Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the CITY and CONSULTANT effective from the day and year first written above.

CITY: CITY OF ST. GEORGE	OWNER: ALLIANCE CONSULTING
_____	_____
Michele Randall, Mayor	Deloss Hammond, President
Attested:	Approved as to form:
_____	_____

Christina Fernandez, City Recorder

Shawn Guzman, City Attorney

DRAFT

Agenda Item Number : 1d

Request For Council Action

Date Submitted	12/10/2021 01:47 PM
Proposed City Council Date	12/16/2021
Applicant	Marc Mortensen
Subject	Consider approval of a professional services agreement with JRCA/Galloway and Company for the design and construction management of Fire Station 1 HQ.
Background	The City is acquiring property owned by the Church of Jesus Christ of Latter-day Saints at 85 South 400 East. This location has been designated as the site for a new fire station headquarters to replace the current facility on 1000 East. Staff has selected JRCA/Galloway and Company as the architect and construction project manager based on their extensive experience with public safety facilities. Staff recommends approval.
Proposed Resolution	Staff recommends approval
Cost	$508,480
Action Taken	
Requested by	Marc Mortensen
File Attachments	2021121021134718.pdf gallowaypsafirestationhq212102113471812142114410 7.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	NA
Approved in Budget?	Yes **Amount:** $500,000

St. George City Fire Station No. 1

Conceptual Budget Estimate

September 8, 2021

Main Building Area	18,879	S.F.
Ancillary Building	3,120	S.F.
Site Improvements	96,089	S.F.

	Quantity	Rate	Sub-Total		Comments
Demolition			$ -	$ -	Completed Separate Contract
Main Building Area	18879 S.F.	$ 320.00 /S.F.	$ 6,041,280		
Ancillary Building	3120 S.F.	$ 95.00 /S.F.	$ 296,400		
Site Im Site - Frontage	74090 S.F.	$ 11.00 /S.F.	$ 814,990	$ 7,152,670	Total Site Area 96.089 S.F.
Contingency		10.00%		$ 715,267	
Inflation - 2nd Quarter Construction		5.00%		$ 393,397	
Estimated Construction Cost				**$ 8,261,334**	
Additional Project Soft Costs					
Base A-E Fees		6.00%		$ 495,680	
FF&E	10000 S.F.	$ 16.00 /S.F.		$ 160,000	
FF&E Design Fees		8.00%		$ 12,800	
Survey				$ 5,200	Completed
Geotechnical Investigations	AGEC			$ 5,000	By City
Construction Testing				$ -	By City
Flow Test				$ -	
Moving Costs				$ -	
Estimated Project Soft Costs				**$ 678,680**	
Total Estimated Project Costs				**$ 8,940,014**	

CITY OF ST. GEORGE PROFESSIONAL SERVICES AGREEMENT
FOR FIRE STATION HQ **WITH** GALLOWAY AND COMPANY, INC.

This Agreement is made and entered into this ____ day of _____, 2021, by and between the City of St. George, a municipal corporation, with offices at 175 East 200 North, St. George, Utah 84770 (hereinafter called the "CITY"), and Galloway and
Company, Inc., with offices at 577 South 200 East, Salt Lake City, Utah 84111 (hereinafter called "CONSULTANT").

WITNESSETH THAT:

WHEREAS, CITY desires professional services to be performed and has solicited CONSULTANT to provide architectural, engineering and design services including construction services for the Fire Station HQ Project (hereinafter called the PROJECT); and

WHEREAS, CONSULTANT has submitted a proposal for the PROJECT; and

WHEREAS, CITY selected CONSULTANT to perform the services for the PROJECT;

NOW, THEREFORE, for the consideration hereinafter set forth, the parties hereto do mutually agree as follows:

1. **EMPLOYMENT OF CONSULTANT.**
   a. CONSULTANT is a professional Architect licensed by the State of Utah and the City of St. George. CONSULTANT has all licenses, permits, and approvals that are legally required for CONSULTANT to practice its profession and shall keep them in effect at all times during the term of this Agreement.
   b. CONSULTANT states that it has the necessary knowledge, experience, abilities, skills and resources to perform its obligations under this Agreement, and agrees to perform its obligations under this Agreement in a professional manner, consistent with prevailing industry standards and practices as observed by competent practitioners of the profession in which CONSULTANT and its subcontractors or agents are engaged.
   c. CONSULTANT certifies that it does not and will not during the performance of this contract knowingly employ, or subcontract with any entity which employs workers in violation of 8 USC § 1324a. CONSULTANT agrees to require all subcontractors at the time they are hired for this project to sign a Certification of Legal Work Status and submit the Certification to CITY prior to any work being performed by the subcontractors. CONSULTANT agrees to produce, at CITY'S request, documents to verify compliance with applicable State and Federal laws. If CONSULTANT knowingly employs workers or subcontractors in violation of 8 USC § 1324a, such violation shall be cause for unilateral cancellation of the contract between CONSULTANT and CITY. In addition, CONSULTANT may be suspended from

participating in future projects with CITY for a period of one (1) year. In the event this contract is terminated due to a violation of 8 USC § 1324a by CONSULTANT or a subcontractor of CONSULTANT, CONSULTANT shall be liable for any and all costs associated with such termination, including, but not limited to, any damages incurred by CITY as well as attorney fees. For purposes of compliance, CITY requires CONSULTANT and subcontractors to use E-Verify or other federally accepted forms of verification to verify the employment eligibility of all employees as allowed by law and the E-Verify procedures. CONSULTANT and subcontractors must maintain authorized documentation of the verification.

d. CONSULTANT shall not, either during or after the term of this Agreement, make public any reports or articles, or disclose to any third party any confidential information relative to the work of City or the operations or procedures of CITY without the prior written consent of CITY.
e. CONSULTANT further agrees that it shall not, during the term of this Agreement, take any action that would affect the appearance of impartiality or professionalism.
f. CONSULTANT, by execution of this Agreement, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability or marital status in its employment practices.
g. CONSULTANT expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve CONSULTANT from any obligation to comply with all applicable requirements of CITY during the term of this Agreement including the payment of fees and compliance with all other applicable ordinances, resolutions, regulations, policies and procedures of CITY, except as modified or waived in this Agreement.
h. CONSULTANT shall comply with all applicable federal, state, and local laws, regulations, and ordinances that affect those employees or those engaged by CONSULTANT on the PROJECT, and will procure all necessary licenses, permits and insurance required.
i. CITY acknowledges that CONSULTANT may employ various specialized subcontractors for up to 15% of the services provide herein. CONSULTANT shall give written notice to CITY at least seven (7) days prior to CONSULTANT's employment of the subcontractors to perform portions of the work provided for in this Agreement. It shall be solely CONSULTANT's responsibility to ensure that any of CONSULTANT'S subcontractors perform in compliance with the terms of this Agreement. Subcontractors may not be changed without ten (10) days prior written notice to CITY.

2. **PROJECT SERVICES DESCRIPTION.**

a. CONSULTANT will provide the services covered by this Agreement as described in the attached Scope of Work (Exhibit A) which is made a part of this Agreement by this reference. CITY may at any time, as the need arises, order changes within the scope of the services without invalidating the Agreement. If such changes increase or decrease the amount due under the Agreement, or in the time required for performance of the work, an equitable adjustment shall be authorized by change order.
b. CONSULTANT shall furnish all of the material, supplies, tools, transportation, equipment, labor, subcontractor services and other services necessary for the completion of the work described in Exhibit A.
c. CONSULTANT shall provide services in compliance with all applicable requirements of federal, state, and local laws, codes, rules, regulations, ordinances, and standards.

3. **TERM OF AGREEMENT.**

a. This Agreement shall be effective as of the date executed by all parties and shall continue until services provided for this Agreement have been performed unless otherwise terminated as set forth in this Agreement.

b. CONSULTANT agrees to perform services as expeditiously as is consistent with professional skill and care and the orderly progress of the PROJECT. CONSULTANT shall perform the services in a timely manner according to the schedule approved by CITY.

c. CONSULTANT shall perform its services upon Notice to Proceed from CITY and in accordance with the schedule approved by CITY. In the event that performance of its services is delayed by causes beyond the reasonable control of CONSULTANT, and without the fault or negligence of CONSULTANT, the time for the performance of the services shall be equitably adjusted by written amendment to reflect the extent of such delay. CONSULTANT shall provide CITY with written notice of delay, including a description of the delay and the steps contemplated or actually taken by CONSULTANT to mitigate the effect of such delay.

4. **COMPENSATION**

For the performance of the services and completion of PROJECT set forth herein, CITY shall reimburse CONSULTANT as set out in the Contract Documents, not to exceed the amounts listed in Exhibit "A".

5. **INVOICING, PAYMENT, NOTICES.**

a. CONSULTANT shall submit invoices, no more frequently than monthly, for the services rendered during the preceding period; invoices shall describe the services performed, list all subcontractors used and the amount owed or paid to them, list all suppliers used and the amount owed or paid to them, list the contract amount, list the current invoice amount based on percentage of task complete, list the previous invoice amount, list total invoices to date, and list the contract balance.

b. In executing the request for payment, CONSULTANT shall attest that subcontractors involved with prior requests for payment have been paid, unless CONSULTANT provides a detailed explanation why such payments have not occurred. CONSULTANT shall also sign a “Conditional Waiver and Release Upon Progress Payment” and a Certificate of Legal Work Status and submit them with each request for payment. CONSULTANT shall require each subcontractor to sign a “Conditional Waiver and Release Upon Progress Payment” and a Certificate of Legal Work Status at the time subcontractor is paid and shall provide a copy of the both documents to CITY.

c. A “Waiver and Release Upon Final Payment” signed by CONSULTANT attesting that all subcontractors, laborers and material suppliers involved with prior requests for payment have been paid, and that all subcontractors, laborers and material suppliers upon which the final payment is based will be paid immediately unless CONSULTANT provides a detailed explanation why such payments have not occurred or will not occur. CONSULTANT shall also require each subcontractor to sign a “Waiver and Release Upon Final Payment” and a Certificate of Legal Work Status at the time subcontractor is paid its final payment and shall provide a copy of both documents to CITY.

d. If such liens, claims, security interests or encumbrances remain unsatisfied after payments are made, CONSULTANT shall refund to CITY all money that CITY may be compelled to pay in discharging such liens, including all costs and reasonable attorneys' fees.
e. All invoices for reimbursable costs shall be taken from the books of account kept by CONSULTANT, and CONSULTANT shall maintain copies of payroll distribution, receipted bills and other documents. CITY shall have the right to review all books and records kept by CONSULTANT and any subcontractors concerning the operation and services performed under this Agreement.
f. CITY shall withhold payment for any expenditure not substantiated by CONSULTANT'S or subcontractor's books and records.
g. In the event CITY has made payment for expenditures that are not allowed, as determined by CITY'S audit, CONSULTANT shall reimburse CITY for the amount of the un-allowed expenditures. If additional money is owed to CONSULTANT, the reimbursement may be deducted from the additional money owed.
h. CITY shall make no payment for any services not specified in this Agreement unless such additional services and the price thereof are agreed to in writing, prior to the time that such additional services are rendered.
i. Invoices shall be paid to CONSULTANT within thirty (30) days of presentation to CITY.
j. CITY may withhold 5% of billed amount as retention. Retention held shall be included in the final invoice after the contract is complete.

6. **CHARGES AND EXTRA SERVICE.**
   a. CITY may make changes within the general scope of this Agreement. If CONSULTANT is of the opinion that a proposed change causes an increase or decrease in the cost and/or the time required for performance of this Agreement, CONSULTANT shall notify CITY of that fact. An agreed-upon change will be reduced to writing signed by the parties hereto and will modify this Agreement accordingly. CONSULTANT may initiate such notification upon identifying conditions which may change the services agreed to on the effective date of this Agreement, as set forth in Exhibit "A". However, CONSULTANT represents that to the best of its knowledge that it is not aware of any such conditions on the date hereof. Any such notification must be provided within thirty (30) days from the date of receipt by that party of the other party's written notification of a proposed change.
   b. CITY may request CONSULTANT to perform extra services not covered by Exhibit "A", and CONSULTANT shall perform such extra services and will be compensated for such extra services when they are reduced to a writing mutually agreed to and signed by the parties hereto amending this Agreement accordingly.
   c. CITY shall not be liable for payment of any extra services nor shall CONSULTANT be obligated to perform any extra services except upon such written amendment.

7. **TO BE FURNISHED BY CITY.** Resources to be furnished by CITY to CONSULTANT, at no cost to CONSULTANT, consist of CITY staff assistance for oversight and meetings to help perform the services. CONSULTANT shall verify accuracy of the information provided, unless otherwise stated in the contract documents.

8. **INSPECTIONS.** All work shall be subject to inspection and approval of CITY or its authorized representative.

9. **ACCURACY AND COMPLETENESS.**

a. CONSULTANT has total responsibility for the accuracy and completeness of its investigations, calculations, reports, plans and related designs, specifications and estimates prepared for the PROJECT and shall check all such material accordingly.
b. The plans will be reviewed by CITY for conformity with PROJECT objectives and compliance with CITY Standards.
c. Reviews by CITY do NOT include the detailed review or checking of major design components and related details or the accuracy with which such designs are depicted on the plans.
d. The responsibility for accuracy and completeness remains solely with CONSULTANT and shall be performed consistent with the standard of care.

10. **INDEPENDENT CONTRACTOR.**

a. CITY retains and employs CONSULTANT, as an independent contractor, to act for and represent it in all matters involved in the performance of services on the PROJECT, subject to the terms, conditions and stipulations as hereinafter stated.
b. It is understood and agreed that CONSULTANT will provide the services without supervision from CITY. CONSULTANT is an independent contractor and is not an employee, officer, or agent of CITY for any purposes related to the performance of this Agreement and is not an employee of CITY and is not entitled to any benefits from CITY.
c. Nothing in this agreement shall create nor be construed to constitute a partnership or joint venture between CONSULTANT and CITY.
d. CONSULTANT is advised to obtain and maintain in effect during the term of this Agreement medical insurance and disability insurance for all related work performed under this Agreement.
e. CONSULTANT acknowledges that CITY will not withhold any federal, state, or local taxes, including FICA, nor will CITY provide any unemployment compensation or worker's compensation coverage. As an independent contractor, CONSULTANT shall be responsible for all taxes, worker's compensation coverage and insurance coverage, and shall hold CITY harmless and indemnify CITY from and against any and all claims related to taxes, unemployment compensation, and worker's compensation.
f. CONSULTANT shall secure, at its own expense all personnel required in performing the services under this Agreement. The employees of CONSULTANT shall not be considered to be the employees of CITY nor have any contractual relationship with CITY. CONSULTANT and its employees shall not hold themselves out as, nor claim to be officers or employees of CITY by reason of this Agreement. The employees of CITY shall not be considered to be employees of CONSULTANT.
g. Neither party has the right to bind or obligate the other in any way. CONSULTANT shall not use the name, trademarks, copyrighted materials, or any information related to this Agreement in any advertising or publicity without CITY'S prior written authorization.

11. **INSURANCE.**

a. GENERAL: CONSULTANT shall secure and maintain insurance as required by laws and regulations and the terms of this agreement to protect against any liability, loss or expense which occurs or arises as a result of the performance of the services provided pursuant to this

agreement or as changed as provided herein. CONSULTANT'S insurer must be authorized to do business in Utah and must have an A.M. Best rating of A VIII or better at the time this contract is executed.

b. COMMENCEMENT OF WORK: Neither CONSULTANT, his Suppliers nor any subcontractors shall enter the site of the work or commence work under this contract before CITY has received and accepted Certificate(s) of Insurance and Insurance Endorsements, and has issued the Notice to Proceed.

c. INSURANCE CERTIFICATES AND COVERAGE: Insurance certificates shall be issued on all policies required under this contract and shall be signed by an authorized representative of the insurance company. The insurance certificate or the coverage required shall include the following:
   i. The name and address of the insured.
   ii. CITY shall be named as a Certificate Holder.
   iii. CITY shall be named as an additional primary insured on the General Liability Certificate with CITY listed as non-contributory on the General Liability certificate.
   iv. The location of the operations to which the insurance applies.
   v. The number of the policy and the type or types of insurance in force thereunder on the date borne by the certificate.
   vi. The expiration date of the policy and the limit or limits of liability thereunder on the date borne by the certificate.
   vii. A statement that all coverage is on an occurrence basis rather than a claims basis except for the Professional Errors and Omissions Malpractice Insurance coverage.
   viii. A provision that the policy or policies will not be cancelled, denied renewal, or reduced in coverage until at least 30 days after written notice has been received by CITY.
   ix. Name, address, and telephone number of the insurance company's agent of process in Utah.
   x. Other information to demonstrate compliance with additional requirements stipulated for the various types of insurance coverage.

d. COMPENSATION INSURANCE: CONSULTANT shall take out and maintain Worker's Compensation Insurance as required by the Labor Code for all its employees at the site of the work during the life of this contract. Coverage must be provided by a company authorized by the State of Utah to provide Worker's Compensation Insurance. The insurance shall include:
   i. Insurance certificates shall provide a waiver of subrogation by the carrier to Certificate Holder.
   ii. CONSULTANT shall require each subcontractor to provide Workers Compensation Insurance for its employees unless such employees are covered by CONSULTANT.
   iii. In the event any class of employees engaged in hazardous work under this contract is not protected by the Worker's Compensation Statute, CONSULTANT shall provide, and shall cause its subcontractors to provide, special insurance for the protection of such employees not otherwise protected.

e. COMMERCIAL GENERAL LIABILITY INSURANCE:
   i. CONSULTANT shall procure and maintain commercial general liability insurance for the duration of the contract against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, his agents, representatives, employees or subcontractors. The insurance shall remain in effect during the term of this agreement and such that claims reported beyond the date of substantial completion of this agreement are

covered and during the warranty period, to the extent that it relates to the activities covered by this Agreement, in such manner and amounts as set forth herein.

ii. The Insurance Endorsement shall evidence such provisions.

iii. The minimum commercial general liability insurance shall be as follows:

1. Comprehensive general liability insurance for injuries, including accidental death, to any one person in any one occurrence in an amount not less than $1,000,000.00 Dollars.
2. Comprehensive general liability insurance for injuries, including accidental death, to two or more persons in any one occurrence in an amount not less than $3,000,000.00 Dollars.
3. Broad form property damage insurance in an amount not less than $300,000.00 Dollars.

iv. Such policy shall include each of the following coverages:

1. Comprehensive form.
2. Premises - operations.
3. Explosion and collapse hazard.
4. Underground hazard.
5. Product/completed operations hazard.
6. Contractual insurance.
7. Broad form property damage, including completed operations.
8. Independent contractors for vicarious liability.
9. Personal injury.
10. Cross liability or severability of interest's clause shall be included unless a separate policy covering CITY is provided.

f. PROFESSIONAL LIABILITY ERRORS AND OMISSIONS INSURANCE:

i. CONSULTANT shall carry and maintain Professional Liability Errors and Omissions Insurance in an amount not less than $3,000,000.00 Dollars for all work performed under this Agreement.

ii. CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, his agents, representatives, employees or subcontractors. With respect to General Liability, Professional liability coverage should be maintained for a minimum of five (5) years after contract completion.

iii. If Professional Liability coverages are written on a claims-made form:

1. The retroactive date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the CONSULTANT must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the policy must be submitted to CITY for review.

g. BUSINESS AUTOMOBILE COVERAGE:

i. CONSULTANT shall carry and maintain business automobile insurance coverage on each

vehicle used in the performance of the work in an amount not less than $1,000,000.00 Dollars for one person and $3,000,000.00 Dollars for more than one person and for property damage resulting from any one occurrence which may arise from the operations of CONSULTANT in performing the work.

ii. Such business automobile insurance shall include each of the following types:
   1. Comprehensive form, including loading and unloading.
   2. Owned.
   3. Hired.
   4. Non-owned.

12. **INDEMNITY AND LIMITATION.**

a. CONSULTANT shall indemnify, defend, and hold harmless CITY, its elected officials, officers, employees, and representatives against any and all claims, suits, causes of action, demands, losses, costs, and damages and liability of every kind including but not limited to all fees and charges of attorneys and other professionals and all court or other dispute resolution costs for:
   i. death or injuries to persons or for loss of or damage to property which directly or indirectly, in whole or in part are caused by, resulting from, or arising out of the intentional, reckless, negligent, or wrongful acts, errors or omissions, or other liability imposed by law of CONSULTANT, its officers, employees, agents, or representatives in the performance of services under this Agreement or any subcontractor, any supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work;
   ii. CONSULTANT's failure or refusal, whatever the reason, to pay subcontractors or suppliers for Work performed under the Agreement;
   iii. claims by any employee of the CONSULTANT, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, CONSULTANT'S indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONSULTANT or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits acts.

b. CITY shall give CONSULTANT prompt written notice of any such claims or suits filed against CITY arising out of the services provided under this Agreement. CONSULTANT agrees to defend against any claims brought or actions filed against CITY arising out of the services provided under this Agreement. If CITY'S tender of defense, based upon the indemnity provision, is rejected by CONSULTANT or CONSULTANT'S insurer, and CONSULTANT is later found by a court of competent jurisdiction to have been required to indemnify the CITY, then, in addition to any other remedies the CITY may have, CONSULTANT shall pay the CITY'S reasonable costs, expenses and attorney's fees incurred in obtaining such indemnification, defending themselves or enforcing the indemnification provision.

c. The insurance requirements in this agreement shall not be construed as limiting CONSULTANT'S liability. Irrespective of the requirements for CONSULTANT to carry insurance as provided herein, insolvency, bankruptcy or failure of any insurance company to pay all claims accruing shall not be held to relieve CONSULTANT of any obligations under this agreement.

13. **DOCUMENTS.**

a. All data used in compiling CONSULTANT's work, and the results of any tests or surveys, as well as all photographs, drawings, electronically stored records of work performed, renderings, specifications, schedules, CONSULTANT's work, data processing output, computations, studies, audits, research, reports, models and other items of like kind prepared by CONSULTANT, and its employees, shall be the sole and exclusive property of CITY, and CITY shall own all intellectual property rights thereto whether the specific work project for which they are made is undertaken or not. CONSULTANT may retain reproducible copies of all of the foregoing documents for information and reference and customary marketing and public relations. The originals of all of the foregoing documents shall be delivered to CITY promptly upon completion thereof. This provision may be enforced by an order of specific performance and is independent of any other provision of this Agreement. Compliance by CONSULTANT with this paragraph shall be a condition precedent to CITY's obligation to make final payment to CONSULTANT. If CITY has specific requirements on the information and manner the documentation is collected, CITY shall provide those specifics to CONSULTANT in writing.

b. Plans, specifications, maps and record drawings prepared or obtained under this Agreement shall be provided to CITY in a format approved by CITY which shall generally be a hard copy and an electronic copy and shall become the property of CITY whether the work for which they are prepared is executed or not.

c. The basic survey notes and sketches, charts, computations, and other data prepared under this Agreement shall be made available upon request to CITY without restriction or limitation on their use.

d. CITY shall have the right to use reports, designs, details or products developed as part of this Agreement for purposes of maintenance, remodeling or reconstruction of existing facilities or construction of new facilities without additional compensation to CONSULTANT or without restriction or limitation on its use even if documents are considered copyrighted material.

e. CITY will hold harmless CONSULTANT for any use or reuse of these reports, designs, or details for purposes other than the project associated with this Agreement unless CITY obtains validation of that use or reuse from CONSULTANT.

14. **RECORDS.**

a. CONSULTANT shall maintain records, books, documents and other evidence directly pertinent to the performance of services under this Agreement in accordance with generally accepted accounting principles and practices.

b. CONSULTANT agrees to keep proper books of records and accounts in which complete and correct entries will be made of payroll costs, travel, subsistence, and field expenses.

c. Said books shall, at all times, be available for at least three (3) years after final payment for reasonable examination by CITY.

15. **TERMINATION.**

a. CITY may terminate this Agreement by providing fourteen (14) days written notice prior to the effective termination date to CONSULTANT.

b. In the event of such termination, CITY shall pay CONSULTANT for all services actually rendered up to and including the date of termination.

c. CONSULTANT shall deliver to CITY copies of all drawings, reports, analyses, documents and investigations, whether completed or not, that were prepared or were being prepared under the provisions of this Agreement.

16. **CONFLICT BETWEEN DOCUMENTS.** In the event of a conflict between this Agreement and any other documents with CONSULTANT, this Agreement shall govern.

17. **CONFLICT OF INTEREST.**

a. CONSULTANT certifies that it has disclosed to CITY any actual, apparent or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement.
b. CONSULTANT agrees to advise CITY of any actual, apparent or potential conflicts of interest that may develop after the date of execution of this Agreement.
c. CONSULTANT further agrees to complete any statements of economic interest required by either CITY ordinance or State law.

18. **NON WAIVER.** No failure or waiver or successive failures or waivers on the part of either party hereto, their successors or permittee assigns, in the enforcement of any condition, covenant, or Article of this Agreement shall operate as a discharge of any such condition, covenant, or Article nor render the same invalid, nor impair the right of either party hereto, their successors or permitted assigns, to enforce the same in the event of any subsequent breaches by the other party hereto, its successors or permitted assigns.

19. **NOTIFICATION.** All notices required or permitted to be made by either party in connection with this Agreement shall be in writing, and shall be deemed to have been duly given: (a) five (5) business days after the date of mailing if sent by U.S. mail, postage prepaid, (b) when transmitted if sent by facsimile, provided a confirmation of transmission is produced by the sending machine and a copy of such facsimile is promptly sent by another means specified in this Section; or (c) when delivered if delivered personally or sent by express courier service. All notices shall be sent to the other party at its address as set forth below unless written notice is given by either party of a change of address:

CITY:	City of St. George 175 East 200 North St. George, Utah 84770	CONSULTANT:	Galloway and Company, INC. 577 South 200 East Satl Lake City, Utah 84111
Attention:	Carlos Robles	Attention:	Jim Child

20. **GOVERNING LAW AND VENUE.** This Agreement shall be construed according to the laws of the State of Utah. The parties agree that venue for all legal actions, unless they involve a cause of action with mandatory federal jurisdiction, shall be the Fifth District Court for the State of Utah. The parties further agree that the Federal District Court for the District of Utah shall be the venue for any cause of action with mandatory federal jurisdiction. The parties shall have all rights and remedies provided under applicable Federal or State law for a breach or threatened breach of this Agreement. These rights and remedies shall not be mutually exclusive, and the exercise of one or more of these rights and remedies shall not preclude the exercise of any other rights and remedies. Each party agree that damages at law may be an inadequate remedy for a

breach or threatened breach of any provision hereof and the respective rights and obligations of the parties hereunder shall be enforceable by specific performance, injunction, or other equitable remedy. Nothing in this Agreement shall be construed to waive the sovereign immunity of the government parties.

21. **LEGAL FEES.** Should any party default on any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including reasonable attorney's fee, which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing a lawsuit or otherwise. This obligation of the defaulting party to pay costs and expenses includes, without limitation, all costs and expenses, including reasonable attorney's fee including appeals and bankruptcy proceedings. If either party commences legal action to interpret any term of this agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees, court costs, and any other costs incurred in connection with such action.

22. **MODIFICATION OF AGREEMENT.** CITY specifically reserves the right to modify or amend this Agreement and the total sum due hereunder either by enlarging or restricting the scope of the Work. All modifications shall be in writing and executed by both parties. Each Work Order adopted under this Agreement shall incorporate the terms and conditions of this Agreement and shall constitute a modification to this contract. A Work Order may amend the terms and conditions of this Agreement only as they apply to that particular Work Order and shall not have any general effect on this Agreement.

23. **RESERVED LEGISLATIVE POWERS.** Nothing in this Agreement shall limit the future exercise of the police power by CITY in enacting zoning, subdivision, development, transportation, environment, open space, and related land use plans, policies, ordinances, and regulations after the date of this Agreement, but which shall not be retroactively applied to or modify this Agreement.

24. **SUCCESSORS AND ASSIGNS.** CONSULTANT shall not assign, sublet, sell, transfer, or otherwise dispose of any interest in this Agreement without assigning the rights and the responsibilities under this Agreement and without the prior written approval of CITY. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not inure to the benefit of any third party or other person.

25. **NO JOINT VENTURE, PARTNERSHIP OR THIRD-PARTY RIGHTS.** It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between the parties. No term or provision of this Agreement is intended to or shall, be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

26. **INTEGRATION.** This Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understanding of whatever kind or nature between CITY and CONSULTANT and supersedes and replaces all terms and conditions

of any prior agreements, arrangements, negotiations, or representations, written or oral, with respect to this PROJECT.

27. **SEVERABILITY.** If any part or provision of this Agreement shall be determined to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Agreement except that specific provision determined to be unconstitutional, invalid or unenforceable. If any condition, covenant or other provision of this Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

28. **CONSTRUCTION.** Each of the parties hereto has had the opportunity to review this agreement with counsel of their choosing and the rule of contracts requiring interpretation of a contract against the party drafting the same is hereby waived and shall not apply in interpreting this agreement.

29. **SURVIVAL.** It is expressly agreed that the terms, covenants and conditions of this Agreement shall survive any legal act or conveyance required under this Agreement.

30. **HEADINGS.** The section and other headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

31. **COUNTERPARTS.** This Agreement may be executed in counterparts each of which shall be an original and shall constitute one and the same agreement.

32. **AUTHORITY OF PARTIES.** The parties executing this Agreement hereby warrant and represent that they are duly authorized to do so in the capacity stated and that this Agreement constitutes a valid and binding Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the CITY and CONSULTANT effective from the day and year first written above.

CITY: CITY OF ST. GEORGE	OWNER: GALLOWAY AND COMPANY, INC.
_____	_____
Michele Randall, Mayor	Legally Authorized Signer's Name
Attested:	Approved as to form:
_____	_____
Christina Fernandez, City Recorder	Shawn Guzman, City Attorney

DRAFT

Agenda Item Number : 1e

Request For Council Action

Date Submitted	12/09/2021 09:40 AM
Proposed City Council Date	12/16/2021
Applicant	Water Services Dept
Subject	Consider approval of a professional services agreement with Alpha Engineering/RB&G Engineering for the design of the Graveyard Wash Reservoir Project.
Background	The Graveyard Wash Reservoir Project is a critical facility that is identified in the City's Secondary Irrigation Master Plan. This reservoir will expand the City's capacity to store irrigation water. This agreement is for the design of the dam and the development of the construction bidding documents. Although this project was not included in the FY22 budget, it is anticipated that ARPA funds will be used for this agreement. Staff recommends approval.
Proposed Resolution	Water Services Staff recommends approval of the PSA
Cost	$$781,978
Action Taken	
Requested by	Scott Taylor
File Attachments	
Approved by Legal Department?	Yes
Approved by City Admin Services?	NA
Approved in Budget?	No **Amount:**

DRAFT

Agenda Item Number : 1f

Request For Council Action

Date Submitted	12/07/2021 12:52 PM
Proposed City Council Date	12/16/2021
Applicant	Rich Stehmeier
Subject	Consider approval of a professional services agreement with Airport IFE Services, Inc for engineering services at the Airport.
Background	Jviation is the airport Engineering firm and is responsible for designing and overseeing SGU AIP/CIP projects. For projects over $100,000. 00, the FAA requires that the City (Sponsor) get an independent fee estimate (IFE) from an independent engineering source to make sure that the chosen engineering firm provides estimates that are within reasonable limits. Airport IFE Services, Inc will serve as the City's independent engineering source.
Proposed Resolution	Staff recommends approval.
Cost	$
Action Taken	
Requested by	Shirlayne Quayle
File Attachments	sguifepsa120721125256.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**

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CITY OF ST. GEORGE PROFESSIONAL SERVICES AGREEMENT
FOR RECONSTRUCT AND EXPAND TERMINAL APRON **WITH** AIRPORT IFE SERVICES, INC.

This Agreement is made and entered into this ____ day of _____, 2021, by and between the City of St. George, a municipal corporation, with offices at 175 East 200 North, St. George, Utah 84770 (hereinafter called the "CITY"), and Airport IFE Services, Inc., with offices at 28616 N. Regal Road, Chattaroy, WA 99003 (hereinafter called "CONSULTANT").

WITNESSETH THAT:

WHEREAS, CITY desires professional services to be performed and has solicited CONSULTANT to provide Design Engineering services including preliminary design phase, design phase, design survey phase and special services as shown in the SOW, for the Reconstruct and expand terminal apron Project (hereinafter called the PROJECT); and

WHEREAS, CONSULTANT has submitted a proposal for the PROJECT; and

WHEREAS, CITY selected CONSULTANT to perform the services for the PROJECT;

NOW, THEREFORE, for the consideration hereinafter set forth, the parties hereto do mutually agree as follows:

1. **EMPLOYMENT OF CONSULTANT.**
   a. CONSULTANT is a professional Engineer licensed by the State of Utah and the City of St. George. CONSULTANT has all licenses, permits, and approvals that are legally required for CONSULTANT to practice its profession and shall keep them in effect at all times during the term of this Agreement.
   b. CONSULTANT states that it has the necessary knowledge, experience, abilities, skills and resources to perform its obligations under this Agreement, and agrees to perform its obligations under this Agreement in a professional manner, consistent with prevailing industry standards and practices as observed by competent practitioners of the profession in which CONSULTANT and its subcontractors or agents are engaged.
   c. CONSULTANT certifies that it does not and will not during the performance of this contract knowingly employ, or subcontract with any entity which employs workers in violation of 8 USC § 1324a. CONSULTANT agrees to require all subcontractors at the time they are hired for this project to sign a Certification of Legal Work Status and submit the Certification to CITY prior to any work being performed by the subcontractors. CONSULTANT agrees to produce, at CITY'S request, documents to verify compliance with applicable State and Federal laws. If CONSULTANT knowingly employs workers or subcontractors in violation of 8 USC § 1324a, such violation shall be cause for unilateral cancellation of the contract

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between CONSULTANT and CITY. In addition, CONSULTANT may be suspended from participating in future projects with CITY for a period of one (1) year. In the event this contract is terminated due to a violation of 8 USC § 1324a by CONSULTANT or a subcontractor of CONSULTANT, CONSULTANT shall be liable for any and all costs associated with such termination, including, but not limited to, any damages incurred by CITY as well as attorney fees. For purposes of compliance, CITY requires CONSULTANT and subcontractors to use E-Verify or other federally accepted forms of verification to verify the employment eligibility of all employees as allowed by law and the E-Verify procedures. CONSULTANT and subcontractors must maintain authorized documentation of the verification.

d. CONSULTANT shall not, either during or after the term of this Agreement, make public any reports or articles, or disclose to any third party any confidential information relative to the work of City or the operations or procedures of CITY without the prior written consent of CITY.
e. CONSULTANT further agrees that it shall not, during the term of this Agreement, take any action that would affect the appearance of impartiality or professionalism.
f. CONSULTANT, by execution of this Agreement, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability or marital status in its employment practices.
g. CONSULTANT expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve CONSULTANT from any obligation to comply with all applicable requirements of CITY during the term of this Agreement including the payment of fees and compliance with all other applicable ordinances, resolutions, regulations, policies and procedures of CITY, except as modified or waived in this Agreement.
h. CONSULTANT shall comply with all applicable federal, state, and local laws, regulations, and ordinances that affect those employees or those engaged by CONSULTANT on the PROJECT, and will procure all necessary licenses, permits and insurance required.
i. CITY acknowledges that CONSULTANT may employ various specialized subcontractors for up to 50% of the services provide herein. CONSULTANT shall give written notice to CITY at least seven (7) days prior to CONSULTANT's employment of the subcontractors to perform portions of the work provided for in this Agreement. It shall be solely CONSULTANT's responsibility to ensure that any of CONSULTANT'S subcontractors perform in compliance with the terms of this Agreement. Subcontractors may not be changed without ten (10) days prior written notice to CITY.

2. **PROJECT SERVICES DESCRIPTION.**

a. CONSULTANT will provide the services covered by this Agreement as described in the attached Scope of Work (Exhibit A) which is made a part of this Agreement by this reference. CITY may at any time, as the need arises, order changes within the scope of the services without invalidating the Agreement. If such changes increase or decrease the amount due under the Agreement, or in the time required for performance of the work, an equitable adjustment shall be authorized by change order.
b. CONSULTANT shall furnish all of the material, supplies, tools, transportation, equipment, labor, subcontractor services and other services necessary for the completion of the work described in Exhibit A.
c. CONSULTANT shall provide services in compliance with all applicable requirements of

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federal, state, and local laws, codes, rules, regulations, ordinances, and standards.

3. **TERM OF AGREEMENT.**
   a. This Agreement shall be effective as of the date executed by all parties and shall continue until services provided for this Agreement have been performed unless otherwise terminated as set forth in this Agreement.
   b. CONSULTANT agrees to perform services as expeditiously as is consistent with professional skill and care and the orderly progress of the PROJECT. CONSULTANT shall perform the services in a timely manner according to the schedule approved by CITY.
   c. CONSULTANT shall perform its services upon Notice to Proceed from CITY and in accordance with the schedule approved by CITY. In the event that performance of its services is delayed by causes beyond the reasonable control of CONSULTANT, and without the fault or negligence of CONSULTANT, the time for the performance of the services shall be equitably adjusted by written amendment to reflect the extent of such delay. CONSULTANT shall provide CITY with written notice of delay, including a description of the delay and the steps contemplated or actually taken by CONSULTANT to mitigate the effect of such delay.

4. **COMPENSATION**
   For the performance of the services and completion of PROJECT set forth herein, CITY shall reimburse CONSULTANT as set out in the Contract Documents, not to exceed the amounts listed in Exhibit "A".

5. **INVOICING, PAYMENT, NOTICES.**
   a. CONSULTANT shall submit invoices, no more frequently than monthly, for the services rendered during the preceding period; invoices shall describe the services performed, list all subcontractors used and the amount owed or paid to them, list all suppliers used and the amount owed or paid to them, list the contract amount, list the current invoice amount based on percentage of task complete, list the previous invoice amount, list total invoices to date, and list the contract balance.
   b. In executing the request for payment, CONSULTANT shall attest that subcontractors involved with prior requests for payment have been paid, unless CONSULTANT provides a detailed explanation why such payments have not occurred. CONSULTANT shall also sign a "Conditional Waiver and Release Upon Progress Payment" and a Certificate of Legal Work Status and submit them with each request for payment. CONSULTANT shall require each subcontractor to sign a "Conditional Waiver and Release Upon Progress Payment" and a Certificate of Legal Work Status at the time subcontractor is paid and shall provide a copy of the both documents to CITY.
   c. A "Waiver and Release Upon Final Payment" signed by CONSULTANT attesting that all subcontractors, laborers and material suppliers involved with prior requests for payment have been paid, and that all subcontractors, laborers and material suppliers upon which the final payment is based will be paid immediately unless CONSULTANT provides a detailed explanation why such payments have not occurred or will not occur. CONSULTANT shall also require each subcontractor to sign a "Waiver and Release Upon Final Payment" and a Certificate of Legal Work Status at the time subcontractor is paid its final payment and shall provide a copy of both documents to CITY.

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d. If such liens, claims, security interests or encumbrances remain unsatisfied after payments are made, CONSULTANT shall refund to CITY all money that CITY may be compelled to pay in discharging such liens, including all costs and reasonable attorneys' fees.
e. All invoices for reimbursable costs shall be taken from the books of account kept by CONSULTANT, and CONSULTANT shall maintain copies of payroll distribution, receipted bills and other documents. CITY shall have the right to review all books and records kept by CONSULTANT and any subcontractors concerning the operation and services performed under this Agreement.
f. CITY shall withhold payment for any expenditure not substantiated by CONSULTANT'S or subcontractor's books and records.
g. In the event CITY has made payment for expenditures that are not allowed, as determined by CITY'S audit, CONSULTANT shall reimburse CITY for the amount of the un-allowed expenditures. If additional money is owed to CONSULTANT, the reimbursement may be deducted from the additional money owed.
h. CITY shall make no payment for any services not specified in this Agreement unless such additional services and the price thereof are agreed to in writing, prior to the time that such additional services are rendered.
i. Invoices shall be paid to CONSULTANT within thirty (30) days of presentation to CITY.
j. CITY may withhold 5% of billed amount as retention. Retention held shall be included in the final invoice after the contract is complete.

6. **CHARGES AND EXTRA SERVICE.**
   a. CITY may make changes within the general scope of this Agreement. If CONSULTANT is of the opinion that a proposed change causes an increase or decrease in the cost and/or the time required for performance of this Agreement, CONSULTANT shall notify CITY of that fact. An agreed-upon change will be reduced to writing signed by the parties hereto and will modify this Agreement accordingly. CONSULTANT may initiate such notification upon identifying conditions which may change the services agreed to on the effective date of this Agreement, as set forth in Exhibit "A". However, CONSULTANT represents that to the best of its knowledge that it is not aware of any such conditions on the date hereof. Any such notification must be provided within thirty (30) days from the date of receipt by that party of the other party's written notification of a proposed change.
   b. CITY may request CONSULTANT to perform extra services not covered by Exhibit "A", and CONSULTANT shall perform such extra services and will be compensated for such extra services when they are reduced to a writing mutually agreed to and signed by the parties hereto amending this Agreement accordingly.
   c. CITY shall not be liable for payment of any extra services nor shall CONSULTANT be obligated to perform any extra services except upon such written amendment.

7. **TO BE FURNISHED BY CITY.** Resources to be furnished by CITY to CONSULTANT, at no cost to CONSULTANT, consist of CITY staff assistance for oversight and meetings to help perform the services. CONSULTANT shall verify accuracy of the information provided, unless otherwise stated in the contract documents.

8. **INSPECTIONS.** All work shall be subject to inspection and approval of CITY or its authorized representative.

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9. **ACCURACY AND COMPLETENESS.**
   a. CONSULTANT has total responsibility for the accuracy and completeness of its investigations, calculations, reports, plans and related designs, specifications and estimates prepared for the PROJECT and shall check all such material accordingly.
   b. The plans will be reviewed by CITY for conformity with PROJECT objectives and compliance with CITY Standards.
   c. Reviews by CITY do NOT include the detailed review or checking of major design components and related details or the accuracy with which such designs are depicted on the plans.
   d. The responsibility for accuracy and completeness remains solely with CONSULTANT and shall be performed consistent with the standard of care.

10. **INDEPENDENT CONTRACTOR.**
   a. CITY retains and employs CONSULTANT, as an independent contractor, to act for and represent it in all matters involved in the performance of services on the PROJECT, subject to the terms, conditions and stipulations as hereinafter stated.
   b. It is understood and agreed that CONSULTANT will provide the services without supervision from CITY. CONSULTANT is an independent contractor and is not an employee, officer, or agent of CITY for any purposes related to the performance of this Agreement and is not an employee of CITY and is not entitled to any benefits from CITY.
   c. Nothing in this agreement shall create nor be construed to constitute a partnership or joint venture between CONSULTANT and CITY.
   d. CONSULTANT is advised to obtain and maintain in effect during the term of this Agreement medical insurance and disability insurance for all related work performed under this Agreement.
   e. CONSULTANT acknowledges that CITY will not withhold any federal, state, or local taxes, including FICA, nor will CITY provide any unemployment compensation or worker's compensation coverage. As an independent contractor, CONSULTANT shall be responsible for all taxes, worker's compensation coverage and insurance coverage, and shall hold CITY harmless and indemnify CITY from and against any and all claims related to taxes, unemployment compensation, and worker's compensation.
   f. CONSULTANT shall secure, at its own expense all personnel required in performing the services under this Agreement. The employees of CONSULTANT shall not be considered to be the employees of CITY nor have any contractual relationship with CITY. CONSULTANT and its employees shall not hold themselves out as, nor claim to be officers or employees of CITY by reason of this Agreement. The employees of CITY shall not be considered to be employees of CONSULTANT.
   g. Neither party has the right to bind or obligate the other in any way. CONSULTANT shall not use the name, trademarks, copyrighted materials, or any information related to this Agreement in any advertising or publicity without CITY'S prior written authorization.

11. **INSURANCE.**
   a. GENERAL: CONSULTANT shall secure and maintain insurance as required by laws and regulations and the terms of this agreement to protect against any liability, loss or expense which occurs or arises as a result of the performance of the services provided pursuant to this

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agreement or as changed as provided herein. CONSULTANT'S insurer must be authorized to do business in Utah and must have an A.M. Best rating of A VIII or better at the time this contract is executed.

b. COMMENCEMENT OF WORK: Neither CONSULTANT, his Suppliers nor any subcontractors shall enter the site of the work or commence work under this contract before CITY has received and accepted Certificate(s) of Insurance and Insurance Endorsements, and has issued the Notice to Proceed.

c. INSURANCE CERTIFICATES AND COVERAGE: Insurance certificates shall be issued on all policies required under this contract and shall be signed by an authorized representative of the insurance company. The insurance certificate or the coverage required shall include the following:
   i. The name and address of the insured.
   ii. CITY shall be named as a Certificate Holder.
   iii. CITY shall be named as an additional primary insured on the General Liability Certificate with CITY listed as non-contributory on the General Liability certificate.
   iv. The location of the operations to which the insurance applies.
   v. The number of the policy and the type or types of insurance in force thereunder on the date borne by the certificate.
   vi. The expiration date of the policy and the limit or limits of liability thereunder on the date borne by the certificate.
   vii. A statement that all coverage is on an occurrence basis rather than a claims basis except for the Professional Errors and Omissions Malpractice Insurance coverage.
   viii. A provision that the policy or policies will not be cancelled, denied renewal, or reduced in coverage until at least 30 days after written notice has been received by CITY.
   ix. Name, address, and telephone number of the insurance company's agent of process in Utah.
   x. Other information to demonstrate compliance with additional requirements stipulated for the various types of insurance coverage.

d. COMPENSATION INSURANCE: CONSULTANT shall take out and maintain Worker's Compensation Insurance as required by the Labor Code for all its employees at the site of the work during the life of this contract. Coverage must be provided by a company authorized by the State of Utah to provide Worker's Compensation Insurance. The insurance shall include:
   i. Insurance certificates shall provide a waiver of subrogation by the carrier to Certificate Holder.
   ii. CONSULTANT shall require each subcontractor to provide Workers Compensation Insurance for its employees unless such employees are covered by CONSULTANT.
   iii. In the event any class of employees engaged in hazardous work under this contract is not protected by the Worker's Compensation Statute, CONSULTANT shall provide, and shall cause its subcontractors to provide, special insurance for the protection of such employees not otherwise protected.

e. COMMERCIAL GENERAL LIABILITY INSURANCE:
   i. CONSULTANT shall procure and maintain commercial general liability insurance for the duration of the contract against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, his agents, representatives, employees or subcontractors. The insurance shall remain in effect during the term of this agreement and such that claims reported beyond the date of substantial completion of this agreement are

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covered and during the warranty period, to the extent that it relates to the activities covered by this Agreement, in such manner and amounts as set forth herein.

ii. The Insurance Endorsement shall evidence such provisions.

iii. The minimum commercial general liability insurance shall be as follows:

1. Comprehensive general liability insurance for injuries, including accidental death, to any one person in any one occurrence in an amount not less than $1,000,000.00 Dollars.
2. Comprehensive general liability insurance for injuries, including accidental death, to two or more persons in any one occurrence in an amount not less than $3,000,000.00 Dollars.
3. Broad form property damage insurance in an amount not less than $300,000.00 Dollars.

iv. Such policy shall include each of the following coverages:

1. Comprehensive form.
2. Premises - operations.
3. Explosion and collapse hazard.
4. Underground hazard.
5. Product/completed operations hazard.
6. Contractual insurance.
7. Broad form property damage, including completed operations.
8. Independent contractors for vicarious liability.
9. Personal injury.
10. Cross liability or severability of interest's clause shall be included unless a separate policy covering CITY is provided.

f. PROFESSIONAL LIABILITY ERRORS AND OMISSIONS INSURANCE:

i. CONSULTANT shall carry and maintain Professional Liability Errors and Omissions Insurance in an amount not less than $3,000,000.00 Dollars for all work performed under this Agreement.

ii. CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, his agents, representatives, employees or subcontractors. With respect to General Liability, Professional liability coverage should be maintained for a minimum of five (5) years after contract completion.

iii. If Professional Liability coverages are written on a claims-made form:

1. The retroactive date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the CONSULTANT must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the policy must be submitted to CITY for review.

g. BUSINESS AUTOMOBILE COVERAGE:

i. CONSULTANT shall carry and maintain business automobile insurance coverage on each

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vehicle used in the performance of the work in an amount not less than $1,000,000.00 Dollars for one person and $3,000,000.00 Dollars for more than one person and for property damage resulting from any one occurrence which may arise from the operations of CONSULTANT in performing the work.

ii. Such business automobile insurance shall include each of the following types:
   1. Comprehensive form, including loading and unloading.
   2. Owned.
   3. Hired.
   4. Non-owned.

12. **INDEMNITY AND LIMITATION.**

a. CONSULTANT shall indemnify, defend, and hold harmless CITY, its elected officials, officers, employees, and representatives against any and all claims, suits, causes of action, demands, losses, costs, and damages and liability of every kind including but not limited to all fees and charges of attorneys and other professionals and all court or other dispute resolution costs for:
   i. death or injuries to persons or for loss of or damage to property which directly or indirectly, in whole or in part are caused by, resulting from, or arising out of the intentional, reckless, negligent, or wrongful acts, errors or omissions, or other liability imposed by law of CONSULTANT, its officers, employees, agents, or representatives in the performance of services under this Agreement or any subcontractor, any supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work;
   ii. CONSULTANT's failure or refusal, whatever the reason, to pay subcontractors or suppliers for Work performed under the Agreement;
   iii. claims by any employee of the CONSULTANT, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, CONSULTANT'S indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONSULTANT or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits acts.

b. CITY shall give CONSULTANT prompt written notice of any such claims or suits filed against CITY arising out of the services provided under this Agreement. CONSULTANT agrees to defend against any claims brought or actions filed against CITY arising out of the services provided under this Agreement. If CITY'S tender of defense, based upon the indemnity provision, is rejected by CONSULTANT or CONSULTANT'S insurer, and CONSULTANT is later found by a court of competent jurisdiction to have been required to indemnify the CITY, then, in addition to any other remedies the CITY may have, CONSULTANT shall pay the CITY'S reasonable costs, expenses and attorney's fees incurred in obtaining such indemnification, defending themselves or enforcing the indemnification provision.

c. The insurance requirements in this agreement shall not be construed as limiting CONSULTANT'S liability. Irrespective of the requirements for CONSULTANT to carry insurance as provided herein, insolvency, bankruptcy or failure of any insurance company to pay all claims accruing shall not be held to relieve CONSULTANT of any obligations under this agreement.

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13. **DOCUMENTS.**

a. All data used in compiling CONSULTANT's work, and the results of any tests or surveys, as well as all photographs, drawings, electronically stored records of work performed, renderings, specifications, schedules, CONSULTANT's work, data processing output, computations, studies, audits, research, reports, models and other items of like kind prepared by CONSULTANT, and its employees, shall be the sole and exclusive property of CITY, and CITY shall own all intellectual property rights thereto whether the specific work project for which they are made is undertaken or not. CONSULTANT may retain reproducible copies of all of the foregoing documents for information and reference and customary marketing and public relations. The originals of all of the foregoing documents shall be delivered to CITY promptly upon completion thereof. This provision may be enforced by an order of specific performance and is independent of any other provision of this Agreement. Compliance by CONSULTANT with this paragraph shall be a condition precedent to CITY's obligation to make final payment to CONSULTANT. If CITY has specific requirements on the information and manner the documentation is collected, CITY shall provide those specifics to CONSULTANT in writing.

b. Plans, specifications, maps and record drawings prepared or obtained under this Agreement shall be provided to CITY in a format approved by CITY which shall generally be a hard copy and an electronic copy and shall become the property of CITY whether the work for which they are prepared is executed or not.

c. The basic survey notes and sketches, charts, computations, and other data prepared under this Agreement shall be made available upon request to CITY without restriction or limitation on their use.

d. CITY shall have the right to use reports, designs, details or products developed as part of this Agreement for purposes of maintenance, remodeling or reconstruction of existing facilities or construction of new facilities without additional compensation to CONSULTANT or without restriction or limitation on its use even if documents are considered copyrighted material.

e. CITY will hold harmless CONSULTANT for any use or reuse of these reports, designs, or details for purposes other than the project associated with this Agreement unless CITY obtains validation of that use or reuse from CONSULTANT.

14. **RECORDS.**

a. CONSULTANT shall maintain records, books, documents and other evidence directly pertinent to the performance of services under this Agreement in accordance with generally accepted accounting principles and practices.

b. CONSULTANT agrees to keep proper books of records and accounts in which complete and correct entries will be made of payroll costs, travel, subsistence, and field expenses.

c. Said books shall, at all times, be available for at least three (3) years after final payment for reasonable examination by CITY.

15. **TERMINATION.**

a. CITY may terminate this Agreement by providing fourteen (14) days written notice prior to the effective termination date to CONSULTANT.

b. In the event of such termination, CITY shall pay CONSULTANT for all services actually rendered up to and including the date of termination.

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c. CONSULTANT shall deliver to CITY copies of all drawings, reports, analyses, documents and investigations, whether completed or not, that were prepared or were being prepared under the provisions of this Agreement.

16. **CONFLICT BETWEEN DOCUMENTS.** In the event of a conflict between this Agreement and any other documents with CONSULTANT, this Agreement shall govern.

17. **CONFLICT OF INTEREST.**

a. CONSULTANT certifies that it has disclosed to CITY any actual, apparent or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement.
b. CONSULTANT agrees to advise CITY of any actual, apparent or potential conflicts of interest that may develop after the date of execution of this Agreement.
c. CONSULTANT further agrees to complete any statements of economic interest required by either CITY ordinance or State law.

18. **NON WAIVER.** No failure or waiver or successive failures or waivers on the part of either party hereto, their successors or permittee assigns, in the enforcement of any condition, covenant, or Article of this Agreement shall operate as a discharge of any such condition, covenant, or Article nor render the same invalid, nor impair the right of either party hereto, their successors or permitted assigns, to enforce the same in the event of any subsequent breaches by the other party hereto, its successors or permitted assigns.

19. **NOTIFICATION.** All notices required or permitted to be made by either party in connection with this Agreement shall be in writing, and shall be deemed to have been duly given: (a) five (5) business days after the date of mailing if sent by U.S. mail, postage prepaid, (b) when transmitted if sent by facsimile, provided a confirmation of transmission is produced by the sending machine and a copy of such facsimile is promptly sent by another means specified in this Section; or (c) when delivered if delivered personally or sent by express courier service. All notices shall be sent to the other party at its address as set forth below unless written notice is given by either party of a change of address:

CITY:	City of St. George 175 East 200 North St. George, Utah 84770	CONSULTANT:	Airport IFE Services, Inc. 28616 N. Regal Road Chattaroy, WA 99003
Attention:	Richard Stehmeier	Attention:	Lewis J. Lott, PE

20. **GOVERNING LAW AND VENUE.** This Agreement shall be construed according to the laws of the State of Utah. The parties agree that venue for all legal actions, unless they involve a cause of action with mandatory federal jurisdiction, shall be the Fifth District Court for the State of Utah. The parties further agree that the Federal District Court for the District of Utah shall be the venue for any cause of action with mandatory federal jurisdiction. The parties shall have all rights and remedies provided under applicable Federal or State law for a breach or threatened breach of this Agreement. These rights and remedies shall not be mutually exclusive, and the exercise of one or more of these rights and remedies shall not preclude the exercise of any other rights and remedies. Each party agree that damages at law may be an inadequate remedy for a

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breach or threatened breach of any provision hereof and the respective rights and obligations of the parties hereunder shall be enforceable by specific performance, injunction, or other equitable remedy. Nothing in this Agreement shall be construed to waive the sovereign immunity of the government parties.

21. **LEGAL FEES.** Should any party default on any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including reasonable attorney's fee, which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing a lawsuit or otherwise. This obligation of the defaulting party to pay costs and expenses includes, without limitation, all costs and expenses, including reasonable attorney's fee including appeals and bankruptcy proceedings. If either party commences legal action to interpret any term of this agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees, court costs, and any other costs incurred in connection with such action.

22. **MODIFICATION OF AGREEMENT.** CITY specifically reserves the right to modify or amend this Agreement and the total sum due hereunder either by enlarging or restricting the scope of the Work. All modifications shall be in writing and executed by both parties. Each Work Order adopted under this Agreement shall incorporate the terms and conditions of this Agreement and shall constitute a modification to this contract. A Work Order may amend the terms and conditions of this Agreement only as they apply to that particular Work Order and shall not have any general effect on this Agreement.

23. **RESERVED LEGISLATIVE POWERS.** Nothing in this Agreement shall limit the future exercise of the police power by CITY in enacting zoning, subdivision, development, transportation, environment, open space, and related land use plans, policies, ordinances, and regulations after the date of this Agreement, but which shall not be retroactively applied to or modify this Agreement.

24. **SUCCESSORS AND ASSIGNS.** CONSULTANT shall not assign, sublet, sell, transfer, or otherwise dispose of any interest in this Agreement without assigning the rights and the responsibilities under this Agreement and without the prior written approval of CITY. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not inure to the benefit of any third party or other person.

25. **NO JOINT VENTURE, PARTNERSHIP OR THIRD-PARTY RIGHTS.** It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between the parties. No term or provision of this Agreement is intended to or shall, be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

26. **INTEGRATION.** This Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understanding of whatever kind or nature between CITY and CONSULTANT and supersedes and replaces all terms and conditions

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of any prior agreements, arrangements, negotiations, or representations, written or oral, with respect to this PROJECT.

27. **SEVERABILITY.** If any part or provision of this Agreement shall be determined to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Agreement except that specific provision determined to be unconstitutional, invalid or unenforceable. If any condition, covenant or other provision of this Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

28. **CONSTRUCTION.** Each of the parties hereto has had the opportunity to review this agreement with counsel of their choosing and the rule of contracts requiring interpretation of a contract against the party drafting the same is hereby waived and shall not apply in interpreting this agreement.

29. **SURVIVAL.** It is expressly agreed that the terms, covenants and conditions of this Agreement shall survive any legal act or conveyance required under this Agreement.

30. **HEADINGS.** The section and other headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

31. **COUNTERPARTS.** This Agreement may be executed in counterparts each of which shall be an original and shall constitute one and the same agreement.

32. **AUTHORITY OF PARTIES.** The parties executing this Agreement hereby warrant and represent that they are duly authorized to do so in the capacity stated and that this Agreement constitutes a valid and binding Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the CITY and CONSULTANT effective from the day and year first written above.

CITY: CITY OF ST. GEORGE

Michele Randall, Mayor

OWNER: AIRPORT IFE SERVICES, INC.

DocuSigned by:
Lewis Lott
28EB64A884974B2...

Lewis J. Lott, PE

Attested:

Christina Fernandez, City Recorder

Approved as to form:

Paula Houston, Deputy City Attorney

AIRPORT IFE SERVICES, INC.

28616 N. Regal Rd

Chattaroy, WA, 99003

801-560-6877
AIRPORTIFE.COM

December 5, 2021
Richard Stehmeier C.M., Airport Manager
St George Regional Airport
4508 South Airport Parkway #1
St George, UT 84790

RE: St George Regional Airport
Reconstruct and Expand Terminal Apron Project
Phase I - Design Engineering Services
AIP Project No. 3-49-0060-043-2022
Independent Fee Estimate (IFE) Proposal

Dear Mr Stehmeier:

I have reviewed the project scope of work (SOW) for the above referenced project which I received by email on December 3, 2021.

Airport IFE Services, Inc. can complete the St George Regional Airport's IFE consisting of: Preliminary Design Phase, Design Phase, Design Survey Phase and Special Services as shown in the SOW for a lump sum cost of $3,020.00 in five working days after approval to proceed is obtained.

In addition to the review I include in my services for the lump sum to be available during or after the consultant negotiations, to review any items which might need additional attention. We do not invoice until our IFE information meets your needs.

Airport IFE Services, Inc. thanks you for the opportunity to submit our IFE proposal to assist the St George Regional Airport and The city of St George. I am available at 801-560-6877 or LewLott@AirportIFE.com if you have any questions.

I look forward to hearing from you.

Sincerely,
AIRPORT IFE SERVICES, INC.

Lewis J Lott, P.E.

SCOPE OF WORK
FOR
ST. GEORGE REGIONAL AIRPORT
St. George, UT
AIP Project No. 3-49-0060-043-2022
Reconstruct and Expand Terminal Apron (Phase I - Design)

This is an Appendix attached to, made a part of and incorporated by reference with the Consulting Contract dated September 23, 2021 between the City of St George, Utah and Jviation, a Woolpert Company, for providing professional services. For the remainder of this scope the St George Regional Airport is indicated as "Sponsor" and Jviation, a Woolpert Company, is indicated as "Engineer." The construction budget for this project is approximately $12,600,00.00. This budget does not include administrative, legal, or professional fees.

This project shall consist of preparing Construction Plans, Contract Documents, Technical Specifications and Engineer's Design Report, along with the Topographical Survey for the Reconstruct and Expand Terminal Apron Project. This scope of work is for the consulting services provided by the Engineer for the Sponsor. See Exhibit No. 1 below for the project location.

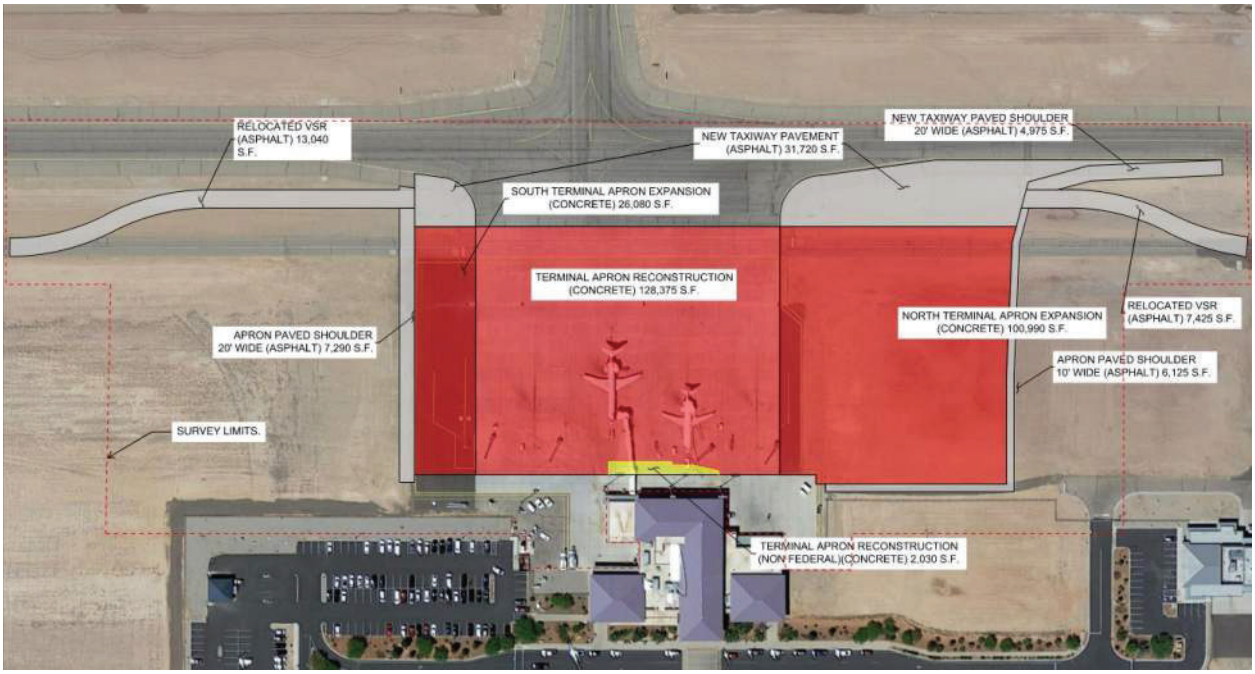


EXHIBIT NO. 1

DESCRIPTION

The existing terminal apron concrete/asphalt pavement was constructed in 2010 and is failing due to moisture induced swell of the subsurface expansive clays (St. George area "blue clay"). The 2015 UDOT pavement management evaluation rated the terminal apron PCI = 95. This PCI is not representative of the current apron pavement condition as the existing concrete panel distresses include joint seal damage, slab distortion (heaving/settlement) and longitudinal/transverse/diagonal cracking. These distresses usually take place over a period of years, however the subsurface expansive clays have accelerated this deterioration. This pavement reconstruction is essential to maintain adequate aircraft load-carrying

capacity, ride quality necessary for the safe operation of aircraft and to minimize the potential for FOD. The reconstruction of the terminal apron pavement will provide a restoration of the pavement's functionality, mitigate subsurface issues and provide a useful life. The reconstruction portion of the project will reconstruct the existing Terminal aircraft-parking apron concrete and asphalt pavements (400 feet x 440 feet (19,600 +/- square yards)). Phase I (design) will include the development and preparation of the project plans, contract documents, technical specifications, Construction Safety Phasing Plan (CSPP) and design report in preparation for FY2023 advertisement and construction.

The commercial airline traffic has grown since the airport was relocated in 2011. Annual passenger enplanements have increased from 48,000 (CY2011) to 103,000 (CY2019), 200% + growth. Skywest has added daily service to PHX/LAX/DFW/DEN, increased number of available flights to the other destinations and changed/increased aircraft type (i.e., from CRJ200 to CRJ700). This growth is due to southwest Utah's diverse economy and business opportunities. Aircraft "Remain Over Night" (RONs) has also increased. In summary, the terminal apron aircraft-parking and maneuvering areas need to be expanded. This proposed expansion will accommodate the described 10-year traffic growth and will provide area for future growth. This project's design will expand the existing Terminal aircraft-parking apron north (300 feet x 400 feet (13,500 +/- square yards)) and south (80 feet x 300 feet (2,670 +/- square yards)).

The engineering fees for this project will be broken into two parts. **Part A-Basic Services** includes; 1) Preliminary Design Phase, 2) Design Phase, and Reimbursable Costs During Design and **Part B-Special Services**, which includes; 3) Design Survey Phase and Reimbursable Costs During Survey. Additional design services that will be completed by subconsultants to the Engineer, including the proposed geotechnical investigation and structural design, will be included under **Part B-Special Services**. Parts A and B and the three phases are described in more detail below.

PART A - BASIC SERVICES consists of the Preliminary Design Phase and Design Phase, all invoiced on a lump sum basis.

1.0 Preliminary Design Phase

1.01 Coordinate and Attend Meetings with the Sponsor and FAA. Meetings with the Sponsor and the FAA will take place to determine critical project dates, establish the proposed design schedule and AIP development schedule, review environmental component(s), determine the feasibility of the proposed project and to establish the need for topographical surveying, pavement investigation and/or geotechnical testing. Various meetings during the design phase will also be conducted to review the progress of the design, discuss construction details and proposed time frame of construction and identify any special requirements for the project. It is anticipated that there will be up to five meetings with the Sponsor and/or the FAA throughout the course of the design.

1.02 Prepare Project Scope of Work and Contract. This task includes establishing the scope of work through meetings outlined above. Fees will be negotiated with the Sponsor and may be subject to an independent fee estimate conducted by a third party hired by the Sponsor. This task also includes drafting the contract for the work to be completed by the Engineer for the Sponsor once negotiations are complete.

1.03 Prepare Preliminary Cost Estimating. This task includes creating a preliminary construction rough order of magnitude (ROM) cost estimate, a preliminary working days estimate, a preliminary overall project schedule, and a preliminary overall project budget. The preliminary construction ROM cost estimate will be based upon the most current information available at the time of preparation. Work to refine these estimates is included under Task 2.17.

1.04 Provide Project Coordination. The Engineer shall provide project management and coordination services to ensure the completion of the design. These duties include:

- Time the Engineer spends planning, organizing, securing and scheduling resources, and providing instruction to staff to meet project objectives as defined in the approved scope of work.
- The Engineer will analyze the budget semi-monthly to ensure budget and staffing needs are on track to meet design schedules within budget.
- Additional items to be accomplished include compiling and sending additional information requested from the office to related parties, maintaining project files as necessary and other items necessary in day-to-day project coordination.
- The Engineer will prepare and submit monthly invoicing.

The Engineer will complete the following tasks:

- Provide the Sponsor with a monthly Project Status Report (PSR), in writing, reporting on Engineer's progress and any problems that may arise while performing the work. The PSR must include an update of the project schedule, as described in this section, when schedule changes are expected.
- Submit for acceptance and maintain, a design schedule detailing the scheduled performance of the work.
- Create and maintain a Quality Control Checklist (QCC) for the project. The QCC shall include personnel, project milestone checking and peer review procedures at each phase of the project.

1.05 Review Existing Documents. The Engineer will gather and review existing available documentation that may be relevant to the project, including, but not limited to, record drawings (as-builts), design reports, final reports, utility reports/maps and previous surveys. The Engineer may use relevant information from this review to coordinate the design and topographical survey for the project.

1.06 Coordinate Topographical Survey. This task includes preparing the requirements, establishing the limits of the survey area and scheduling time for the survey to be completed. The majority of the survey will be performed in-house under Task 4.1 and the remainder by a subconsultant hired by the Engineer. The Project Manager is expected to visit the project site to coordinate the survey activities with the Sponsor, the survey team and survey subconsultant.

1.07 Coordinate Geotechnical Investigation. This task includes preparing the requirements for soils testing, establishing the limits of work, and scheduling a time for testing to be completed. The requirements of the geotechnical investigation shall be established in accordance with FAA AC 150/5320-6 (current edition), *Airport Pavement Design and Evaluation*. Negotiating with the geotechnical engineering firm for a cost to perform the work and providing an on-site representative of the Engineer during the geotechnical investigation is also included in this task.

1.08 Coordinate Structural Design. This task includes preparing the requirements for the structural design elements of the project, including the verification of the structural design of the storm inlets and manholes. Negotiating with the structural engineering firm for a cost to perform the work is also included in this task.

1.09 Prepare Federal Grant Application. This task consists of preparing the federal grant application. The application will be submitted during the initial portion of the project. Preparation of the application

includes the following:

- Prepare Federal 424 form.
- Prepare Federal Form 5100 II thru IV.
- Prepare project funding summary.
- Prepare program narrative, discussing the purpose and need of the work and the method of accomplishment.
- Project sketch (8.5" x 11").
- Include preliminary cost estimate.
- Include the existing Exhibit "A" Property Map
- Include the Sponsor's certifications.
- Attach the current grant assurances.
- Include DOT Title VI assurances.
- Include certification for contract, grants and cooperative agreements.
- Include Title VI pre-award checklist.
- Include current FAA advisory circulars required for use in AIP funded projects.

The Engineer shall submit the grant application to the Sponsor for approval and signatures. After obtaining the necessary signatures, the Sponsor or Engineer shall forward a copy of the signed application to the FAA for further processing.

1.10 Prepare Environmental Documentation. The FAA has determined that a Categorical Exclusion (CATEX) applies, according to FAA Order 1050.1F, Paragraph 5.6.4f and Supplemental Order 5050.4B, Chapter 1, Paragraph 9, Task 11. A documented CATEX shall be completed following current FAA guidance and address potential environmental effects resulting from the proposed project. An overall environmental exhibit will be created as part of this scope of work, approved by the FAA, and referenced throughout the project.

1.11 Prepare Disadvantaged Business Enterprise (DBE) Program and Goal. The Sponsor has an established Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The current DBE program has not been updated since 2018. In order to be in compliance with 49 CFR Part 26, the program will be amended. The Engineer shall assist the Sponsor with this task. The Engineer will research the current state highway certified DBE listings and local area contractors to determine the availability of potential DBE contractors. The Engineer will prepare preliminary construction cost estimates and establish potential DBE work tasks. The Engineer will finalize the DBE goal work sheets for the Sponsor for submittal to the FAA Civil Rights Office for approval. Preparation of the amended DBE program will include the following tasks:

- Prepare preliminary program with Sponsor specific information.
- Compile additional information from Sponsor to finalize program.
- Revise program after Sponsor review.
- Submit program to FAA/Civil Rights Office (CRO); revise per CRO review.
- Resubmit Program to CRO for final approval.
- Calculate base figure for DBE goal.
- Adjust base figure for DBE goal.
- Calculate Race Neutral and Race Conscious DBE goals.
- Consultation and Publication for DBE goals.
- Submit DBE goal to CRO.

- Revise DBE goals after Sponsor and FAA review.

1.12 Prepare Quarterly Performance Reports - Design. Federal Regulation 49 CFR Part 18 establishes uniform administrative requirements for grants to State and Local Governments. Sub-part 18.40 addresses monitoring and reporting requirements for the Sponsor. The Engineer will assist the Sponsor in managing grant activities to ensure compliance with applicable Federal requirements. The Engineer will submit a quarterly performance report while the grant is active. It is estimated there will be two quarterly performance reports completed during the design phase of this project.

TASK 1 DELIVERABLES	TO FAA/STATE	TO SPONSOR
1.01 Meeting Agendas, AIP Development Schedule and Meeting Minutes from Pre-Design Meeting	✓	✓
1.02 Scope of Work and Draft Contract for the Sponsor	✓	✓
1.03 Preliminary Cost Estimate	✓	✓
1.04 Design Schedule, Project Status Report, and Monthly Invoicing	✓	✓
1.09 Federal Grant Application	✓	✓
1.10 Environmental Documentation	✓	✓
1.11 DBE Program/Goal	✓	✓
1.12 Quarterly Performance Reports	✓	✓

TASK 1 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
1.01 Pre-Design Meeting	• St George, UT - One (1) Senior Consultant and Two (2) Project Managers - Assume One (1) hour via teleconference
1.02 Prepare Project Scope of Work and Contract	• St George, UT - One (1) Project Manager - Assume One (1) hour via teleconference

2.0 Design Phase

2.01 Conduct Site Visit. This task will include site visits to inventory and inspect the existing site conditions and the work to be completed as part of the project.

2.02 Analyze Topographic Survey Data. This task includes analyzing the topographical surveying data and preparing the data for use with computer modeling. This will include the following tasks:

- Generate three-dimensional contour model from TIN surface model.
- Prepare and process data for spot elevations, grading and/or paving cross sections.

2.03 Analyze Geotechnical Investigation Data. This task includes analyzing the geotechnical investigation. This will include the following tasks:

- Review Geotechnical Engineer recommendations.
- Determine on-site sources and quantities of suitable material for embankment.
- Determine appropriate data for the pavement design form(s).
- Input data for computer modeling with topographical survey data.
- Prepare soil information for incorporation on the construction plans.
- Coordinate with Structural Engineer on geotechnical findings.

2.04 Prepare Pavement Design. After receiving the geotechnical investigation data, the Engineer will analyze the data and prepare a proposed pavement section using current FAA design software (FAARFIELD). In addition to determining the proposed pavement section for the current and anticipated traffic, a pavement classification number (PCN) analysis will be performed to determine the runway PCN classification based on the expected fleet mix. The Engineer will submit the FAARFIELD computer printouts with a narrative to the FAA. The following tasks will be completed:

- Determine appropriate data for pavement design.
- Input data for computer modeling with topographical survey data.
- Prepare an exhibit showing the existing pavement and base course thickness.
- Determine areas of existing pavement to be removed and replaced.
- Prepare pavement and soils information for incorporation on the construction drawings.
- Verify elevation of water table.
- Compile the current airport fleet mix.
- Input data into FAARFIELD.
- Run pavement design scenarios.
- Analyze output from FAARFIELD.
- Select preferred pavement section.
- Compare pavement section to FAA Advisory Circular (AC) 150/5320-6 (Current Edition), *Airport Pavement Design and Evaluation.*
- Verify frost design method.
- Verify overexcavation requirements (if needed).
- Verify optimum moisture content for subgrade preparation.

2.05 Review Structural Design Features. Upon completion of the geotechnical investigation, the Structural Engineer will analyze the data to provide verify design for storm manholes and inlets.

2.06 Develop On-Site Grading Plans. This task includes developing potential on-site grading plans to place excavated material and/or to re-contour borrow sites. It is anticipated two to three different on-site grading options will be developed during this task. Aerial photography will be used to develop the grading plans and associated quantities for all potential embankment and excavation area(s).

2.07 Prepare Existing Utility Inventory. This task includes reviewing record drawings and consulting with the Sponsor and local utility companies to identify all utilities within the project site. The Construction Plans will include, to the maximum extent possible, the surveyed locations of observable utility features and the locations identified by utility locates.

2.08 Prepare Preliminary Contract Documents. This task includes preparing the Preliminary Contract Documents, including Contract Proposal, Bid Bond, Contractor Information Sheet, Subcontractor/Material Supplier List, Disadvantaged Business Utilization Commitment, DBE Participation Form, Certification of Non-Segregated Facilities, Equal Employment Opportunity Report Statement, Buy America Certification, Buy America Waiver Request, Buy America Conformance Listing, Certification Statement Regarding Undocumented Individuals, Bid Proposal, Contract, Payment Bond, Performance Bond, Notice of Award, Notice to Proceed, Notice of Contractor's Settlement, General Provisions, FAA AC 150/5370-2 (Current Edition), *Operational Safety on Airports During Construction*, and Wage Rates. The wage rates will be updated at the time of advertisement to reflect the most current wage rates available. Preparation will include establishing the location for the bid opening, dates for advertisement and description of the work schedule. Also included in the Preliminary Contract Documents, and covered under separate tasks below,

are the Construction Safety and Phasing Plan, Technical Specifications, and Special Provisions. Preliminary Contract Documents will be prepared as early as possible during the design phase and submitted to the Sponsor for review.

2.09 Prepare Construction Safety and Phasing Plan (CSPP). This task includes meeting with the Sponsor to discuss the current operations of the airport to assist in determining how the proposed construction phasing of the project will affect these operations. From these meetings, a complete Construction Safety and Phasing Plan (CSPP) will be developed to ensure safety compliance when coordinating construction activities and airport operations. The CSPP will be developed in accordance with the requirements of FAA AC 150/5370-2 (Current Edition), *Operational Safety on Airports During Construction*. A construction phasing plan that meets the requirements of the AC and operational needs of the airport will be developed and included in the Contract Documents. This plan will also identify any nighttime work, continuous working times, or other unusual conditions that could affect the Contractor's normal progress on the project. The draft CSPP will be submitted at 30% complete and at 90% complete for ADO review. Upon preliminary approval from the ADO, the CSPP will be submitted to FAA for OE/AAA coordination.

2.10 Prepare Preliminary Construction Plans. This task includes preparing the following list of construction plans for the project. Additional plans may be added during the design phase as needed:

Plan Name/Description	Number of Sheets
Cover Sheet	1
Index of Drawings, Approximate Quantities and General Notes	4
Survey Control Plan	1
Geotechnical Investigation Plan	5
Safety Plan	1
Construction Layout Plan	1
Construction Phasing Plan	4
Environmental Requirements and Details	1
Demolition Plan	3
Geometric Layout Plan	10
Overall Grading and Drainage Plan	1
Grading and Drainage Plan	4
Pavement Plan and Profile	4
On-Site Borrow Grading and Drainage Plan	2
Typical Sections	3
Pavement Marking Plan	2
Pavement Marking Details	1
Drainage Plan and Profile	4
Drainage Details	2
Fence Layout Plan and Details	2
Electrical Demolition Plan	2
Electrical Layout Plan	2
Electrical Details	2
Total Sheet Count	62

2.11 Prepare Preliminary Technical Specifications. This task includes assembling the technical specifications necessary for the project. Standard FAA specifications will be utilized where possible, with the guidance from FAA AC 150/5370-10 (Current Edition), *Standard Specifications for Construction of*

Airports. Additional specifications may be prepared to address work items for materials that are not covered by the standard FAA specifications. The standard specifications to be utilized shall include, but are not limited to, the following:

- Item C-100 Contractor Quality Control Program (CQCP)
- Item C-102 Temporary Air and Water Pollution, Soil Erosion and Siltation Control
- Item C-105 Mobilization
- Item C-110 Method of Estimating Percentage of Material Within Specification Limits (PWL)
- Item P-101 Preparation/Removal of Existing Pavements
- Item P-152 Excavation, Subgrade and Embankment
- Item P-154 Subbase Course
- Item P-209 Crushed Aggregate Base Course
- Item P-401 Asphalt Mix Pavement
- Item P-501 Cement Concrete Pavement
- Item P-603 Emulsified Asphalt Tack Coat
- Item P-604 Compression Joint Seals for Concrete Pavements
- Item P-610 Concrete for Miscellaneous Structures
- Item P-620 Runway and Taxiway Marking
- Item D-701 Pipe for Storm Drains and Culverts
- Item D-705 Pipe Underdrains for Airports
- Item D-751 Manholes, Catch Basins, Inlets and Inspection Holes
- Item L-108 Underground Power Cable for Airports
- Item L-110 Airport Underground Electrical Duct Banks and Conduits
- Item L-115 Electrical Manholes and Junction Structures
- Item L-125 Installation of Airport Lighting Systems

2.12 Prepare Preliminary Special Provisions. This task includes preparing the preliminary Special Provisions to address, or expound on, site conditions that require additional clarification. These include, but are not limited to: Haul Roads, Airport Security, Radio Communications, Work Schedule, Contractor's Quality Control Program, Sequencing of the Work, Closure of Air Operations Areas, Accident Prevention, Underground Cables/Utilities, Insurance, Indemnification, Sales and Use Taxes, Permits and Compliance with Laws, Executed Contracts, Subletting or Assigning of Contracts, Qualification of Disadvantaged Business Enterprises, Liquidated Damages, Acceptance Testing, Grade Control and Surface Tolerance, Construction Management Plan, and Instruction Manuals.

2.13 Prepare Drainage Analysis and Storm Drainage Design. This task includes verifying the existing storm drainage and/or subsurface drainage systems. Surface drainage will be evaluated and designed to ensure accordance with standard engineering practices, local requirements and FAA AC 150/5320-5 (Current Edition), *Airport Drainage Design*.

2.14 Compile/Submit Permits. This task includes identifying potential federal, state and local permits needed for the project. Permits are anticipated to be required for, but are not limited to, demolition activities, air quality, grading, Right-of-Way (ROW) access, hauling, batch plants, wetland disturbance, open burning, fencing, various building systems, construction dewatering, permanent dewatering, fueling systems and stormwater management construction plans and associated permits (SWMP). When applicable, the Engineer will assist the Sponsor to compile information and submit permits that are required to be obtained by the Sponsor.

2.15 Compile/Submit FAA Form 7460. This task includes preparing and submitting the required FAA Form 7460 on the Sponsor's behalf. The anticipated use of equipment during construction requires an FAA Form 7460 to be sent to the FAA a minimum of 45 days prior to the start of construction for approval. The Engineer will prepare exhibits to illustrate the project limits and temporary construction equipment height.

2.16 Calculate Estimated Quantities. This task includes calculating all necessary quantities for the various work items. Quantities must be consistent with the specifications and acceptable quantity calculation practices.

2.17 Prepare Estimate of Probable Construction Cost. Using the final quantities calculated following the completion of the construction plans and specifications, the Engineer will prepare the construction cost estimate. The estimate will be based on information obtained from previous projects, contractors, material suppliers and other available databases.

2.18 Prepare Engineer's Design Report and Modification of Standards. This task includes preparation of the Engineer's Design Report in accordance with current FAA Northwest Mountain Region Engineer's Design Report guidelines. The Engineer's Design Report will include a detailed summary of the project, photographs and descriptions of existing site conditions, pavement life cycle cost analysis, recycling and material availability analysis, estimate of project costs, and a schedule for the completion of the design, bidding, and construction. Modifications of the FAA standards, as necessary, for the project will be prepared for preliminary review. The approved Modifications of Standards (MOS) will be included in the Engineer's Design Report and submitted on the MOS website (See Task 2.19 below) to the FAA and Sponsor. The Engineer's Design Report will also contain any alternative design concepts that were investigated and evaluated.

2.19 Prepare and Submit Modification of Standards on MOS Website. This task includes Modifications of Standards (MOS) website access coordination with the Sponsor and FAA. Modifications of the FAA standards, as necessary, for the project must be compiled and submitted to the MOS website for approval. Revisions will be completed as needed.

2.20 Review Plans at 30% and 90% Complete. During various stages of completion of the design, the Engineer will submit a set of Construction Plans, Specifications, and Contract Documents to the Sponsor for their review. Meetings will be scheduled for periodic reviews, including a 90% plans-in-hand review. The project will be reviewed with the FAA to obtain their concurrence with the design.

2.21 Provide In-House Quality Control. The Engineer has an established quality control program that will provide both experienced and thorough reviews of all project submittals and will also provide engineering guidance to the design team throughout design development from an experienced, senior-level Professional Engineer.

Prior to each review set of Construction Plans, Specifications, Contract Documents, and Engineer's Design Report being submitted to the Sponsor and FAA, a thorough, in-house quality control review of the documents will be conducted. This process will include an independent review of the Construction Plans, Specifications, Contract Documents, and Engineer's Design Report being submitted by a licensed Professional Engineer other than the Engineer who performed the design of the project. Comments will be offered by the Engineer that performed the review, and revisions to the Construction Plans, Specifications, Contract Documents, and Engineer's Design Report will be made accordingly.

In addition to the 30% and 90% reviews, the Engineer's in-house quality control program also provides

engineering guidance to the design team throughout the project design in an attempt to steer the project in a manner that provides the best engineering judgment.

At the 90% design review, the independent review will re-evaluate the CATEX boundary.

2.22 Prepare and Submit Construction Plans, Specifications, Contract Documents, and Engineer's Design Report. A final set of Construction Plans (11" x 17"), Specifications, Contract Documents, and the Engineer's Design Report will be prepared and submitted to the Sponsor and the FAA. These documents will incorporate all revisions, modifications, and corrections identified during the final review. Paper and electronic copies will be provided.

2.23 Prepare Airfield Signing and Marking Plan. This task includes providing or updating the overall airfield signing and marking plan.

2.24 Prepare Requests for Reimbursement. This task includes preparing the FAA Standard Form 271 for Sponsor reimbursement of eligible expenses incurred on a monthly basis. The Engineer will submit the completed form along with appropriate supporting documentation to the Sponsor for review and approval. Upon approval, the Engineer or the Sponsor will submit the completed forms and supporting documentation to the FAA for reimbursement. It is estimated there will be three RFRs for expenses incurred during the design and bidding phase of this project.

2.25 Prepare and Submit Design Closeout Report. This task includes preparation of the design closeout report in accordance with current FAA Northwest Mountain Region Design Closeout Report guidelines. Paper and electronic copies will be provided.

TASK 2 DELIVERABLES	TO FAA/STATE	TO SPONSOR
2.04 Proposed Pavement Design	✓	✓
2.08 Preliminary Contract Documents for Sponsor's Review	✓	✓
2.09 CSPP at 30% and 95% Complete	✓	✓
2.15 FAA Form 7460	✓	✓
2.20 30% and 90% Construction Plans, Specifications, Contract Documents, and Engineer's Design Report	✓	✓
2.22 Final Construction Plans, Specifications and Contract Documents, and Engineer's Design Report	✓	✓
2.23 Airfield Signing and Marking Plan	✓	✓
2.24 Requests for Reimbursement	✓	✓
2.25 Design Closeout Report	✓	✓

TASK 2 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
2.01 Design Site Visit	• St George - One (1) Project Manager and one (1) Associate Engineer - Assume half day visit (2 visits)
2.20 Plan Review at 30% Complete. Plan Review at 90% Complete (Plans-in-hand).	• St George - One (1) Project Manager - Assume One (1) hour via teleconference (2 meetings)

EX Reimbursable Costs During Design

This section includes reimbursable items such as auto rental, mileage, lodging, per diem and other miscellaneous expenses incurred in order to complete **Part A – Basic Services**.

PART B - SPECIAL SERVICES consists of the topographical survey phase (invoiced on a not-to-exceed basis). Also included are direct subcontract costs, such as geotechnical investigation and structural design.

3.0 Design Survey Phase

3.01 Perform Topographical Survey. This task includes providing design survey services within the topographic survey limits shown in Exhibit No. 1 to support the design team for this project. Work items associated with this task include the following:

- Topographical survey of approximately 18 acres.
- It is assumed that the Primary Airport Control Station (PACS) and Secondary Airport Control Stations (SACS) located on the airport are in good condition and can be verified; however, if it is found that the PACS and SACS are compromised, establishment of temporary airport control must be completed and tied to the national spatial reference system via static GPS observations. Following airport control verification/establishment, temporary project control, based upon the airport control PACS and SACS or temporary airport control, will be placed near the project area at intervals not to exceed 500 feet to control the project.
- One permanent benchmark shall be placed for each four (4) acres and description and elevation to the nearest 0.01 foot. A minimum of three (3) benchmarks shall be established for the project, regardless of size.
- Ground topography of non-pavement areas will be surveyed at 50-foot stations with associated cross sections having no greater than 25-foot spacing and will include additional shots as necessary to accurately depict breaklines. These ground topography areas will be surveyed with vertical accuracies not to exceed +/- 0.10 feet.
- Hard surface pavements for the runway and connector taxiways will be surveyed at 25-foot stations as well as all vertical and horizontal points of tangent/curve with associated cross sections having no greater than 25-foot spacing. All hard surface pavement will be surveyed with vertical accuracies not to exceed +/- 0.02 feet. Concrete joints will also be surveyed if applicable.
- Coordination with design staff to determine pavement tie-in locations. These locations will be surveyed with vertical accuracies of at least +/- 0.02 feet.
- Location of structures, paving, and above ground improvements including building footprint, finished floor elevations at the openings plus five feet interior of the opening and concrete aprons associated with door openings will be surveyed at intervals of no greater than 25 feet.
- Additional airfield elements that will be located and surveyed include aircraft tie-downs, guidance signs, airfield runway, taxiway, and/or apron lighting and paint markings, NAVAIDS within the project area (if any), fuel farm, fences, gates and other airport features within the project area.
- Coordinate location and field marking of all existing utilities in the project limits with one-call services, airport operations staff, and/or private utility locators as necessary. Review of existing as-built and other construction records as necessary. All utility locates will be surveyed as marked by utility locators in the field. Points of utilities to be surveyed include, but are not limited to, all paint marks, hydrants, valves, hand holes, manholes, inlets, cleanouts, culverts, pipes, pedestals, meters, transformers, utility poles and other reasonably visible existing utility infrastructure components.
- Survey and record location, size, depth, and pressure of water and gas mains, central steam and other utilities including but not limited to buried tanks and septic fields.
- Survey and record location of fire hydrants and the size of main serving each
- Survey and record location, elevation, and characteristics of primary and secondary electrical power, cable television, communications, lighting, traffic control systems, and navigational and control systems.

- Survey and record location, size, depth, invert, and direction of flow for sanitary sewers and storm drains including manholes, catch basins, junction boxes, and diversion structures.
- Survey and record mean elevation of water in any excavation, well, or nearby body of water.
- Survey and record location of adjacent bodies of water, river, stream, creek, or swale.
- Survey and record extent of watershed onto the property.
- Survey and record location of all trees greater than three (3) inches in caliper, three (3) feet above the ground. Identify type of tree.
- Record description of natural features.
- During design, there may be the need to verify existing survey information or extend the limits of the existing survey.
- Reduce all field notes and pictures into a topographic survey report to be used by the Engineer.
- Create an AutoCAD drawing using the surveyed data that will include symbols, linework, breaklines, notes, details, and a surface model.

The Topographical Survey shall be completed by, or under the direct supervision of, a Professional Land Surveyor licensed in the State of Utah.

TASK 3 DELIVERABLES	TO FAA/STATE	TO SPONSOR
3.01 Topographical Survey	✓	✓

TASK 3 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
3.01 Coordinate and Perform Topographical Survey	• St George, UT - One (1) Surveyor - Assume a 3 day site visit and a 1 day site visit (2 site visits)- Assume travel to/from Denver, CO to St George, UT, with three (3) overnight stays for the Surveyor for the first site visit and no travel and one (1) overnight stay for the surveyor for the second site visit

Special Considerations

The following special considerations are required for this project, but will be completed by subconsultants to the Engineer. The cost for this work will be included in the engineering contract agreement with the Sponsor and the costs are in addition to the engineering fees outlined above.

Geotechnical Investigation. Soil samples for analysis must be taken for both the project site and all potential on-site borrow sources. Investigation and testing will also be performed to facilitate the pavement design per FAA Advisory Circular (AC) 150/5320-6 (Current Edition), *Airport Pavement Design and Evaluation*. As mentioned under the project description, the geotechnical investigation will include the following:

- Perform a geologic reconnaissance of the project site
- Soil boring and laboratory testing at approximately 20 project locations, with four borings to 30 feet below grade and the remainder to 20 feet below grade
- Visual inspection and documentation of each soil boring
- Soil Classification/Atterberg Limits, Liquid Limit (LL), Plastic Limit (PL), Plasticity Index (PI), gradation and percent finer than 0.02 mm
- Moisture/Density Relations
- Swell/Consolidation Potential

- California Bearing Ratio and modulus of subgrade reaction or the elastic modulus
- Moisture content, density (ASTM D1557) of undisturbed fine-grained samples

Structural Design. A Structural Engineer will be retained to provide structural evaluation/design elements for the project, including structural design of storm inlets and manholes. The Structural Engineer will provide layout plans, details and specifications for each of the tasks, if needed.

Assumptions

The scope of services described previously is based on the following assumptions of responsibilities by the Engineer and Sponsor.

1. It is anticipated there will be a minimum number of trips and site visits to the airport to facilitate the completion of the various phases listed in this scope. The number of trips for each phase are included at the end of each phase above.

2. The Sponsor will provide existing mapping data including as-builts available for the project areas, aerial orthoimagery, subsurface conditions information such as prior geotechnical investigations in the project area and other available information in the possession of the Sponsor.

3. The Sponsor will provide an electronic copy of the current ALP to allow for updating of the plan upon completion of the project.

4. The Engineer will provide additional base mapping of existing topography, planimetric features and underground utilities needed in the design phase of the project.

5. The Sponsor will furnish escorts as needed for the Engineer to conduct field work.

6. The Sponsor will coordinate with tenants as required to facilitate field evaluations and construction.

7. While the project has both eligible and ineligible work, this scope and fee assumes that the project will be designed as one bid package with separate federal and non-federal bid schedules. Splitting the project into two bid packages will result in additional costs.

8. All engineering work will be performed using accepted engineering principles and practices and provide quality products that meet or exceed industry standards. Dimensional criteria will be in accordance with FAA AC 150/5300-13 (Current Edition), *Airport Design* and related circulars. Construction specifications will be in accordance with FAA AC 150/5370-10 (Current Edition), *Standard Specifications for Construction of Airports* and the Northwest Mountain Region's Regional Updates for Specifying Construction of Airports and related circulars. Project planning, design and construction will further conform to all applicable standards, including all applicable current FAA Advisory Circulars and Orders required for use in AIP-funded projects and other national, state, or local regulations and standards, as identified and relevant to an airfield design and construction project.

9. The Engineer will utilize the following plan standards for the project:

    - Plans will be prepared using the Engineer's standards, unless the Sponsor provides its own

standards upon Notice to Proceed.

- Plan elevations will be vertical datum NAVD 88 derived from the existing control network.
- Plan coordinates will be based on horizontal datum NAD 83/2011 State Plane Coordinates derived from the existing control network.
- All plans will be stamped and signed by a registered Utah Professional Engineer, or Professional Land Surveyor, as required.
- Plans prepared by subconsultants will be prepared using the same base maps, the same coordinate systems and the same plan layout and format as plans prepared by the Engineer.
- The guidance included in FAA Memorandum, FAA Review of Construction Plans and Specifications for AIP Funded Projects, will be reviewed, incorporated and will supplement the Engineer's standards.

10. The Engineer will utilize the following assumptions when preparing the project manual for bidding and construction of the project:

    - The project manual Contract Documents will be developed jointly by the Sponsor and the Engineer.
    - The Engineer is responsible for developing the contents of the document and including the Front-End documents which will be supplied by the Sponsor.
    - FAA General Provisions and required contract language will be used.

11. The Engineer must maintain records of design analyses and calculations consistent with typical industry standards, as required by the FAA, for a period of three years after the project is closed by the FAA.

12. Because the Engineer has no control over the cost of construction-related labor, materials, or equipment, the Engineer's opinions of probable construction costs will be made on the basis of experience and qualifications as a practitioner of his/her profession. The Engineer does not guarantee that proposals for construction, construction bids, or actual project construction costs will not vary from Engineer's estimates of construction cost.

13. It is assumed that a project audit will not be performed. If a project audit occurs, the Engineer is prepared to assist the Sponsor in gathering and preparing the required materials for the audit. This work will be negotiated with the Sponsor, should the need occur, and payment will be on a time and material basis.

Additional Services

The following items are not included under this agreement but will be considered as extra work:

- Redesign for the Sponsor's convenience or due to changed conditions after previous alternate direction and/or approval.
- Submittals or deliverables in addition to those listed herein.
- Serving as an expert witness for the Owner in any litigation, surety claim, contractor bond activation, or other proceeding involving the project.
- Additional or extended services during construction made necessary by extension of contract time, non-concurrent work, or changes in the work.
- Legal, surety, or insurance support, coordination, and representation.

Extra Work will be as directed by the Sponsor in writing for an additional fee as agreed upon by the Sponsor and the Engineer.

DRAFT

Agenda Item Number : 1g

Request For Council Action

Date Submitted	12/09/2021 09:19 AM
Proposed City Council Date	12/16/2021
Applicant	Water Services
Subject	Consider approval of a reimbursement agreement with Quality Excavation for the installation of a secondary irrigation mainline through the Arbors Subdivision.
Background	Quality Excavation is currently developing Phases 11, 14, and 15 of the Arbors Subdivision. A main secondary irrigation pipeline needs to be constructed in this area as identified on the Secondary Irrigation Master Plan. This agreement will reimburse Quality Excavation for the installation of the master planned pipeline.
Proposed Resolution	Water Services Staff recommends approval of the reimbursement agreement.
Cost	$$91,713
Action Taken	
Requested by	Scott Taylor
File Attachments	quality-arborsreimbursement-final1120921091909.pdf arbors1114and15irrigationcosts11120921091909.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**

CITY OF ST. GEORGE REIMBURSEMENT AGREEMENT
FOR ARBORS IRRIGATION LINE PHASE 11, 14, 15 WITH QUALITY EXCAVATION, INC.
(Developer Construct-City Reimburse Developer)

THIS AGREEMENT is entered into this __ day of December, 2021, by and between the City of St. George, a Utah municipal corporation, ("CITY"), and Quality Excavation, Inc., a Corporation, ("Developer"). City and Developer are herein collectively referred to as the "Parties."

RECITALS

WHEREAS, Developer owns property at Arbors Subdivision, St. George, Utah (the "Property"); and

WHEREAS, Developer is constructing phases 11, 14, and 15 of the Arbors Subdivision; and

WHEREAS, The City needs an irrigation main through the subdivision; and

WHEREAS, The City has masterplanned a irrigation line through the subdivision as part of the master plan; and

WHEREAS, City, acting pursuant to its authority under Utah Code Annotated, Section 10-9a-101, et. seq., and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations has determined this Agreement is in the best interest of the citizens of the City of St. George, and, in the exercise of its legislative discretion, has elected to approve this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the covenants contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **THE PROJECT**. The developer is constructing phases 11, 14, and 15 of the Arbors subdivision and the City has required irrigation lines to be installed to connect the pump station to other projects. The lines are shown in the construction drawings and costs attached..

2. **REIMBURSEMENT**. Upon completion of the Project to City's satisfaction, Developer shall request reimbursement from City in writing. The request for reimbursement shall be accompanied by a detailed description of the costs of the Project. City may request more information from Developer regarding the actual costs and management of the Project, and Developer shall comply with any such request. Within a reasonable time of the receipt of

the request for reimbursement and any requested additional information, City will reimburse Developer in the amount of $91,713.00. The amount of City's obligation for reimbursement shall not increase due to an increase in the costs of construction without the express written consent of City.

3. **REPRESENTATIVES**. The representative for the City for this Project will be Kade Bringhurst. The representative for Developer will be Ed Burgess.

4. **EXHIBITS**. All exhibits attached hereto are incorporated as part of this Agreement.

5. **DESIGN AND CONSTRUCTION STANDARDS**. All design, construction, inspection, and testing associated with the Project shall comply with the City of St. George Standard Specifications for Design and Construction. It shall be the responsibility of Developer to ensure compliance with the standard specifications, and no reimbursement shall be made under this Agreement until City determines that the Project is in compliance with the standard specifications.

6. **COMPLIANCE WITH APPLICABLE LAWS**. Developer expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve Developer from any obligation to comply with all applicable requirements of City including the payment of fees and compliance with all other applicable ordinances, resolutions, regulations, policies and procedures of City, except as modified, waived or declared in this Agreement.

7. **INTEGRATION**. This Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understanding of whatever kind or nature and may only be modified by a subsequent writing duly executed by the parties hereto. In the event of a conflict between this Agreement and any other documents with Developer, this Agreement shall govern.

8. **RESERVED LEGISLATIVE POWERS.** Nothing in this Agreement shall limit the future exercise of the police power by the City in enacting zoning, subdivision, development, transportation, environmental, open space and related land use plans, policies, ordinances and regulations after the date of this agreement. This Agreement is not intended to and does not bind the St. George City Council in the independent exercise of its legislative discretion with respect to such zoning regulations.

9. **INDEMNITY AND LIABILITY.** Developer shall indemnify City against all claims, demands, causes or action, suits or judgments, including but not limited to all claims, demands, causes of action, suits or judgments for death or injuries to persons or for loss of or damage to property, arising out of or in connection with the Project to the extent that it relates to performance of construction or injury or damage related to the acts of Developer or its agents or assigns. In the event of any such claims made or suits filed against the City, City shall give Developer prompt written notice. Developer agrees to defend against any claims brought or actions filed against City, whether such claims or actions are rightfully or wrongfully brought or filed. In case a claim should be brought or an action filed with respect

to the subject of indemnity herein, Developer agrees that City may employ attorneys of its own selection to appear and defend the claim or action on its own behalf at the expense of Developer. Said attorney fees shall be reasonable and subject to review by Developer. Developer shall be responsible for all costs associated with any claim, demand, action, suit or judgment including attorney fees for which they indemnify or defend City.

10. **NO WAIVER OF GOVERNMENTAL IMMUNITY.** Nothing in this Agreement is intended to, or shall be deemed to be a waiver of the City's governmental immunity as set forth in applicable statutory and case law.

11. **GOVERNING LAW AND VENUE.** This Agreement shall be construed according to the laws of the State of Utah. The parties agree that jurisdiction and venue for all legal actions, unless they involve a cause of action with mandatory federal jurisdiction, shall be the Fifth District Court, Washington County, State of Utah. The parties further agree that the Federal District Court for the District of Utah shall be the venue for any cause of action with mandatory federal jurisdiction.

12. **LEGAL FEES.** Should any party default on any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including reasonable attorney's fee, which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing a lawsuit or otherwise. This obligation of the defaulting party to pay costs and expenses includes, without limitation, all costs and expenses, including reasonable attorney's fee including appeals and bankruptcy proceedings. If either party commences legal action to interpret any term of this agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees, court costs, and any other costs incurred in connection with such action.

13. **NOTICES.** All notices required herein, and subsequent correspondence in connection with this agreement shall be mailed to the following:

CITY:	City of St. George 175 East 200 North St. George, Utah 84770	OWNER:	Quality Excavation, Inc. 1472 East 3950 South St. George, Utah 84790
Attention:	Kade Bringhurst	Attention:	Ed Burgess

Such notices shall be deemed delivered following the mailing of such notices in the United States mail. Adequate notice shall be deemed given at the addresses set forth herein unless written notice is given by either party of a change of address.

14. **SUCCESSORS AND ASSIGNS.** Developer shall not assign, sublet, sell, transfer, or otherwise dispose of any interest in this Agreement without assigning the rights and the responsibilities under this Agreement and without the prior written approval of City. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not inure to the benefit of any third party or other person.

15. **NO JOINT VENTURE, PARTNERSHIP OR THIRD-PARTY RIGHTS**. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between the parties. No term or provision of this Agreement is intended to or shall, be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

16. **SEVERABILITY.** If any provision of this Agreement is declared invalid by a court of competent jurisdiction, the remaining provisions shall not to be affected, and shall remain in full force and effect.

17. **CONSTRUCTION.** Each of the parties hereto has had the opportunity to review this agreement with counsel of their choosing and the rule of contracts requiring interpretation of a contract against the party drafting the same is hereby waived and shall not apply in interpreting this agreement.

18. **SURVIVAL.** It is expressly agreed that the terms, covenants and conditions of this Agreement shall survive any legal act or conveyance required under this Agreement.

19. **HEADINGS.** The section and other headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

20. **COUNTERPARTS.** This Agreement may be executed in counterparts each of which shall be an original and shall constitute one and the same agreement.

21. **AUTHORITY OF PARTIES.** The parties executing this Agreement hereby warrant and represent that they are duly authorized to do so in the capacity stated.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

CITY: CITY OF ST. GEORGE	OWNER: Quality Excavation
_____	_____
Michele Randall, Mayor	Ed Burgess
Attest:	Approved as to form:
_____	_____

Christina Fernandez, City Recorder

Paula Houston, Deputy City Attorney

Quality Excavation, Inc.

(435) 634-0111 (435) 674-3711 Fax

Presented To: City of St George
Project Name: Arbors Irrigation Line
Date: 5-3-21

PHASE 11 IRRIGATION

1	12" PURPLE C-900 WATER LINE	349	LF	$61.00	$21,289.00
2	12" BEND	0	EA	$900.00	$0.00
3	12" GATE VALVE	0	EA	$2,200.00	$0.00
4	3/4" IRRIGATION SERVICE	4	EA	$900.00	$3,600.00
5	IRRIGATION RECONNECT	1	EA	$750.00	$750.00
				SUB TOTAL:	**$25,639.00**

PHASE 14 IRRIGATION

6	12" PURPLE C-900 WATER LINE	349	LF	$61.00	$21,289.00
7	12" BEND	0	EA	$900.00	$0.00
8	12" GATE VALVE	0	EA	$2,800.00	$0.00
9	3/4" IRRIGATION SERVICE	4	EA	$900.00	$3,600.00
10	IRRIGATION RECONNECT	1	EA	$750.00	$750.00
				SUB TOTAL:	**$25,639.00**

PHASE 15 IRRIGATION

11	12" PURPLE C-900 WATER LINE	485	LF	$61.00	$29,585.00
12	12" BEND	2	EA	$900.00	$1,800.00
13	12" GATE VALVE	2	EA	$2,800.00	$5,600.00
14	3/4" IRRIGATION SERVICE	3	EA	$900.00	$2,700.00
15	IRRIGATION RECONNECT	1	EA	$750.00	$750.00
				SUB TOTAL:	**$40,435.00**

GRAND TOTAL: **$91,713.00**

EXCLUSIONS:

NOTES:

1. **Irrigation bid only. All other items bid separately.**
2. **Bid does not include rock excavation that can not be ripped with a D8 Dozer or 330 Trackhoe.**
3. **Prices on the bid include the price of fuel at the date of signing. Due to the increase in fuel prices, any fuel price increase during the contract will be surcharged as a change order.**
4. **Bid does not include the following: Over excavation of any kind, staking or engineering, rock excavation, ground water or materials stabilization, landscaping of any kind including topsoil or placement, yard or storm drainage, footing excavation, or replacement of property corners, reseeding of any kind, encroachment permits, grading permits,and inspection fees.**
5. **We are not responsible for water puddling on asphalt designed at less than 2% grade or concrete designed at less than .75% grade.**

DRAFT

Agenda Item Number : 1h

Request For Council Action

Date Submitted	12/09/2021 09:28 AM
Proposed City Council Date	12/16/2021
Applicant	Water Services Dept
Subject	Consider approval of a reimbursement agreement with Desert Investment Group for the off-site installation of a culinary waterline near the Breckenridge Subdivision area.
Background	This reimbursement agreement is for the installation of a culinary waterline to be installed in conjunction with the development of the Breckenridge Subdivision. The waterline provides a redundant source of water to the Little Valley area and improves the water quality in the area. This waterline will be installed as part of the Breckenridge Subdivision, but it is an off-site improvement.
Proposed Resolution	Water Services recommends approval of the reimbursement agreement with Desert Investment Group.
Cost	$$84,400
Action Taken	
Requested by	Scott Taylor
File Attachments	breckenridgeestateswaterlinecostshareestimate120921092844.pdf breckenridgewaterlinereimbursement-desertinvestmentgroup120921092844.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**

Estimate

DATE	ESTIMATE NO.
10/18/2021	3998

JP Excavating, Inc.
4102 South 1440 East Circle
St. George, Utah 84790

NAME / ADDRESS
HIGH DESERT HOMES, INC. ATTN: DAVE WELLER 2538 EAST 2390 SOUTH CIRCLE ST. GEORGE, UT 84790

QTY	UNITS	DESCRIPTION	UNIT PRICE	Total
		BREKENRIDGE ESTATES OFFSITE WATER ESTIMATE FOR CITY COST SHARE		
1	LS	TRAFFIC CONTROL, SAW CUTTING, AND REMOVAL OF ASPHALT FOR TIE IN	3,900.00	3,900.00
1	EA	CONNECTION TO EX MAIN ON 4200 S	5,000.00	5,000.00
1,300	LF	8' C-900 WATER MAIN	45.00	58,500.00
2	EA	8" BENDS	1,000.00	2,000.00
2	EA	8' VALVES	3,000.00	6,000.00
1	EA	WATERLINE LOOP	6,500.00	6,500.00
2	EA	CONCRETE COLLAR FOR VALVES	350.00	700.00
200	SF	ASPHALT PATCH	9.00	1,800.00
			6.75%	0.00

Total $84,400.00

CITY OF ST. GEORGE REIMBURSEMENT AGREEMENT
FOR CULINARY WATERLINE EXTENSION AT BRECKENRIDGE SUBDIVISION with the CITY OF ST. GEORGE
(Owner Construct-City Reimburse Owner)

THIS AGREEMENT is entered into this ____ day of November, 2021, by and between the City of St. George, a Utah municipal corporation, ("CITY"), and Desert Investment Group, a Corporation, ("Owner"). City and Owner are herein collectively referred to as the "Parties."

RECITALS

WHEREAS, Owner owns property on Crimson Cliffs Way & 2450 South, St. George, Utah (the "Property"); and

WHEREAS, Owner is constructing Breckenridge Estates Subdivision; and

WHEREAS, the city desires to have a 8" Diameter Waterline installed that will service St. George and is not associated with the owners property; and

WHEREAS, City agrees to pay for the cost of materials to install the waterline as outlined in exhibit "A"; and

WHEREAS, City, acting pursuant to its authority under Utah Code Annotated, Section 10-9a-101, et. seq., and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations has determined this Agreement is in the best interest of the citizens of the City of St. George, and, in the exercise of its legislative discretion, has elected to approve this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the covenants contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **THE PROJECT**. As part of the construction of the Breckenridge Estates subdivision, the owner will construct an 8" diameter waterline from the northeasterly corner of the Breckenridge Estates Subdivision along and within the Medallion Drive right-of-way to 4200 South (Washington City) including appurtenances as indicated in the attached bid schedule.

2. **REIMBURSEMENT**. Upon completion of the Project to City's satisfaction, Owner shall request reimbursement from City in writing. The request for reimbursement shall be accompanied by a detailed description of the costs of the Project. City may request more information from Owner regarding the actual costs of the Project, and Owner shall comply with any such request. Within a reasonable time of the receipt of the request for reimbursement and any requested additional information, City will reimburse Owner in the amount of $84,400.00. The amount of City's obligation for reimbursement shall not increase for any reason, including but not limited to an increase in the costs of construction without the express written consent of City.

3. **REPRESENTATIVES**. The representative for the City for this Project will be Scott Taylor. The representative for Owner will be Dave Weller.

4. **EXHIBITS**. All exhibits attached hereto and construction drawings referred to herein are incorporated as part of this Agreement.

5. **DESIGN AND CONSTRUCTION STANDARDS**. All design, construction, inspection, and testing associated with the Project shall comply with the City of St. George Standard Specifications for Design and Construction. It shall be the responsibility of Owner to ensure compliance with the standard specifications, and no reimbursement shall be made under this Agreement until City determines that the Project is in compliance with the standard specifications.

6. **COMPLIANCE WITH APPLICABLE LAWS**. Owner expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve Owner from any obligation to comply with all applicable requirements of City including the payment of fees and compliance with all other applicable ordinances, resolutions, regulations, policies and procedures of City, except as modified, waived or declared in this Agreement.

7. **INTEGRATION**. This Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understanding of whatever kind or nature and may only be modified by a subsequent writing duly executed by the parties hereto. In the event of a conflict between this Agreement and any other documents with Owner, this Agreement shall govern.

8. **RESERVED LEGISLATIVE POWERS.** Nothing in this Agreement shall limit the future exercise of the police power by the City in enacting zoning, subdivision, development, transportation, environmental, open space and related land use plans, policies, ordinances and regulations after the date of this agreement. This Agreement is not intended to and does not bind the St. George City Council in the independent exercise of its legislative discretion with respect to such zoning regulations.

9. **INDEMNITY AND LIABILITY.** Owner shall indemnify City against all claims, demands, causes or action, suits or judgments, including but not limited to all claims, demands,

causes of action, suits or judgments for death or injuries to persons or for loss of or damage to property, arising out of or in connection with the Project to the extent that it relates to performance of construction or injury or damage related to the acts of Owner or its agents or assigns. In the event of any such claims made or suits filed against the City, City shall give Owner prompt written notice. Owner agrees to defend against any claims brought or actions filed against City, whether such claims or actions are rightfully or wrongfully brought or filed. In case a claim should be brought or an action filed with respect to the subject of indemnity herein, Owner agrees that City may employ attorneys of its own selection to appear and defend the claim or action on its own behalf at the expense of Owner. Said attorney fees shall be reasonable and subject to review by Owner. Owner shall be responsible for all costs associated with any claim, demand, action, suit or judgment including attorney fees for which they indemnify or defend City.

10. **NO WAIVER OF GOVERNMENTAL IMMUNITY.** Nothing in this Agreement is intended to, or shall be deemed to be a waiver of the City's governmental immunity as set forth in applicable statutory and case law.

11. **GOVERNING LAW AND VENUE.** This Agreement shall be construed according to the laws of the State of Utah. The parties agree that jurisdiction and venue for all legal actions, unless they involve a cause of action with mandatory federal jurisdiction, shall be the Fifth District Court, Washington County, State of Utah. The parties further agree that the Federal District Court for the District of Utah shall be the venue for any cause of action with mandatory federal jurisdiction.

12. **LEGAL FEES.** Should any party default on any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including reasonable attorney's fee, which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing a lawsuit or otherwise. This obligation of the defaulting party to pay costs and expenses includes, without limitation, all costs and expenses, including reasonable attorney's fee including appeals and bankruptcy proceedings. If either party commences legal action to interpret any term of this agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees, court costs, and any other costs incurred in connection with such action.

13. **NOTICES.** All notices required herein, and subsequent correspondence in connection with this agreement shall be mailed to the following:

CITY:	City of St. George 175 East 200 North St. George, Utah 84770	OWNER:	Desert Investment Group 2538 East 2390 South Cr. St. George, Utah 84790
Attention:	Scott Taylor	Attention:	Dave Weller

Such notices shall be deemed delivered following the mailing of such notices in the United States mail. Adequate notice shall be deemed given at the addresses set forth herein unless written notice is given by either party of a change of address.

14. **SUCCESSORS AND ASSIGNS.** Owner shall not assign, sublet, sell, transfer, or otherwise dispose of any interest in this Agreement without assigning the rights and the responsibilities under this Agreement and without the prior written approval of City. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not inure to the benefit of any third party or other person.

15. **NO JOINT VENTURE, PARTNERSHIP OR THIRD PARTY RIGHTS**. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between the parties. No term or provision of this Agreement is intended to or shall, be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

16. **SEVERABILITY.** If any provision of this Agreement is declared invalid by a court of competent jurisdiction, the remaining provisions shall not to be affected, and shall remain in full force and effect.

17. **CONSTRUCTION.** Each of the parties hereto has had the opportunity to review this agreement with counsel of their choosing and the rule of contracts requiring interpretation of a contract against the party drafting the same is hereby waived and shall not apply in interpreting this agreement.

18. **SURVIVAL.** It is expressly agreed that the terms, covenants and conditions of this Agreement shall survive any legal act or conveyance required under this Agreement.

19. **HEADINGS.** The section and other headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

20. **COUNTERPARTS.** This Agreement may be executed in counterparts each of which shall be an original and shall constitute one and the same agreement.

21. **AUTHORITY OF PARTIES.** The parties executing this Agreement hereby warrant and represent that they are duly authorized to do so in the capacity stated.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first

above written.

CITY: CITY OF ST. GEORGE	OWNER: Desert Investment Group
Michele Randall, Mayor	Dave Weller
Attest:	Approved as to form:
Christina Fernandez, City Recorder	Paula Houston, Deputy City Attorney

DRAFT

Agenda Item Number : 1i

Request For Council Action

Date Submitted	12/10/2021 12:07 PM
Proposed City Council Date	12/16/2021
Applicant	Brent E. Gardner
Subject	Consider approval of Donation Agreement and Warranty Deed for a parcel of land located in the Middleton Wash area at 848 North 1100 East.
Background	Brent E. Gardner, on behalf of RGM Development, LLC would like to donate a parcel of land containing 1.86 acres, more or less, that serves as a detention basin, wetland, open space, and possible future trail location for the City of St. George, known as Parcel Number SGM-5-3-A-1-A.
Proposed Resolution	Staff recommends approval.
Cost	$0
Action Taken	
Requested by	Cameron Cutler
File Attachments	donationagreementwarrantydeed121021141925.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**

REAL PROPERTY DONATION AGREEMENT
BETWEEN CITY OF ST. GEORGE AND
RGM DEVELOPMENT, LLC

This Agreement is made and entered into this ____ day of December, 2021, by and between the City of St. George, a municipal corporation, with offices at 175 East 200 North, St. George, Utah 84770 (hereinafter called the "CITY"), and RGM Development, LLC, (hereinafter called "DONOR").

RECITALS:

WHEREAS, Donor is the owner of certain real property and desires to donate property to City; and

WHEREAS, City wishes to accept the donation of the property from Donor.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties do mutually agree as follows:

1. **INCORPORATION OF RECITALS.** The recitals set forth above are incorporated herein by reference.

2. **PROPERTY TO BE DONATED.** The donated property is described as parcel number SGM-5-3-A-1-A, located at 848 North 1100 East, St. George, Utah 84770, hereinafter the "Property". At the time Property is transferred to City pursuant to this Agreement, the Property shall be free and clear of all encumbrances including but not limited to liens and property taxes. Donor shall be solely responsible for all costs associated with Property encumbrances including but not limited to assessments, fees, taxes and liens associated with the Property prior to the time of transfer. Property shall be transferred by warranty deed.

3. **DONATION FORM.** When the donation of the Property is given, and should the Donor present the City with IRS form 8283 for any of the contributions made by Donor under this Agreement, City shall execute the same acknowledging such contributions. Such acknowledgment is to the donation itself and not to the claimed value of the donation.

4. **GOVERNING LAW AND VENUE.** This Agreement shall be construed according to the laws of the State of Utah. The parties agree that venue for all legal actions, unless they involve a cause of action with mandatory federal jurisdiction, shall be the Fifth District Court for the State of Utah. The parties further agree that the Federal District Court for the District of Utah shall be the venue for any cause of action with mandatory federal jurisdiction. The parties shall have all rights and remedies provided under applicable Federal or State law for a breach or threatened breach of this Agreement. These rights and remedies shall not be mutually exclusive, and the exercise of one or more of these rights and remedies shall not preclude the exercise of any other rights and remedies. Each party agree that damages at law may be an inadequate remedy for a breach or threatened breach of any provision hereof and the respective rights and obligations of

the parties hereunder shall be enforceable by specific performance, injunction, or other equitable remedy. Nothing in this Agreement shall be construed to waive the sovereign immunity of the government parties.

5. **LEGAL FEES.** Should any party default on any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including reasonable attorney's fee, which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing a lawsuit or otherwise. This obligation of the defaulting party to pay costs and expenses includes, without limitation, all costs and expenses, including reasonable attorney's fee including appeals and bankruptcy proceedings. If either party commences legal action to interpret any term of this agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees, court costs, and any other costs incurred in connection with such action.

6. **MODIFICATION OF AGREEMENT.** All modifications shall be in writing and executed by both parties.

7. **SUCCESSORS AND ASSIGNS.** Donor shall not assign, sublet, sell, transfer, or otherwise dispose of any interest in this Agreement without assigning the rights and the responsibilities under this Agreement and without the prior written approval of City. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not inure to the benefit of any third party or other person.

8. **NO JOINT VENTURE, PARTNERSHIP OR THIRD PARTY RIGHTS.** It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between the parties. No term or provision of this Agreement is intended to or shall, be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

9. **INTEGRATION.** This Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understanding of whatever kind or nature between City and Donor and supersedes and replaces all terms and conditions of any prior agreements, arrangements, negotiations, or representations, written or oral, with respect to this Property.

10. **MERGER.** This Agreement shall survive the conveyance of the Property.

11. **SEVERABILITY.** If any part or provision of this Agreement shall be determined to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Agreement except that specific provision determined to be unconstitutional, invalid or unenforceable. If any condition, covenant or other provision of this Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

12. **CONSTRUCTION.** Each of the parties hereto has had the opportunity to review this agreement

with counsel of their choosing and the rule of contracts requiring interpretation of a contract against the party drafting the same is hereby waived and shall not apply in interpreting this agreement.

13. **SURVIVAL.** It is expressly agreed that the terms, covenants and conditions of this Agreement shall survive any legal act or conveyance required under this Agreement.

14. **HEADINGS.** The section and other headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

15. **COUNTERPARTS.** This Agreement may be executed in counterparts each of which shall be an original and shall constitute one and the same agreement.

16. **AUTHORITY OF PARTIES.** The parties executing this Agreement hereby warrant and represent that they are duly authorized to do so in the capacity stated and that this Agreement constitutes a valid and binding Agreement.

CITY: City of St. George	DONOR: RGM Development, LLC
_____	_____
Michele Randall Mayor	Brent E. Gardner Manager
ATTESTED:	APPROVED AS TO FORM:
_____	_____
Christina Fernandez, City Recorder	Tani Pack Downing, City Attorney

When Recorded Return To:
City of St. George
175 East 200 North
St. George, Utah 84770

Tax ID: SGM-5-3-A-1-A

WARRANTY DEED

RGM Development, LLC, a limited liability company, Grantor, in consideration of the sum of Ten Dollars and other good and valuable consideration paid to Grantor by the City of St. George, a Utah municipal corporation, Grantee, receipt of which is hereby acknowledged, does hereby grant, sell, release, convey and warrant to Grantee, its successors and assigns forever, free and clear of all encumbrances, in fee simple all its rights, title and interest in and to the following described properties located in the County of Washington, State of Utah:

See Exhibit A for legal description;

TOGETHER WITH all improvements and appurtenances thereunto belonging,

TO HAVE AND TO HOLD such property to Grantee, the City of St. George, a Utah municipal corporation.

IN WITNESS WHEREOF, the Grantor has executed this Warranty Deed this _____ day of December, 2021.

GRANTOR: RGM Development, LLC

_____
BY: Brent E. Gardner, Manager

STATE OF UTAH)
ss.
County of Washington)

On the _____ day of _____ 20__, before me, _____, a notary public, personally appeared _____ proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged he/she executed the same voluntarily for its stated purpose.

_____
Notary Public

ACCEPTANCE OF DEDICATION

The City of St. George, a municipal corporation of the State of Utah, hereby accepts the above conveyance and in consideration thereof agrees that it will utilize and maintain the same for purposes consistent with the above dedication.

DATED this _____ day of _____, 2021.

CITY OF ST. GEORGE

_____
Michele Randall, Mayor

ATTEST:

_____
Christina Fernandez, City Recorder

Approved as to form:

_____
Tani Pack Downing, City Attorney

ALPHA ENGINEERING
43 South 100 East, Suite 100
St George, Utah 84770
T 435.628.6500
F 435.628.6553
alphaengineering.com

EXHIBIT "A"

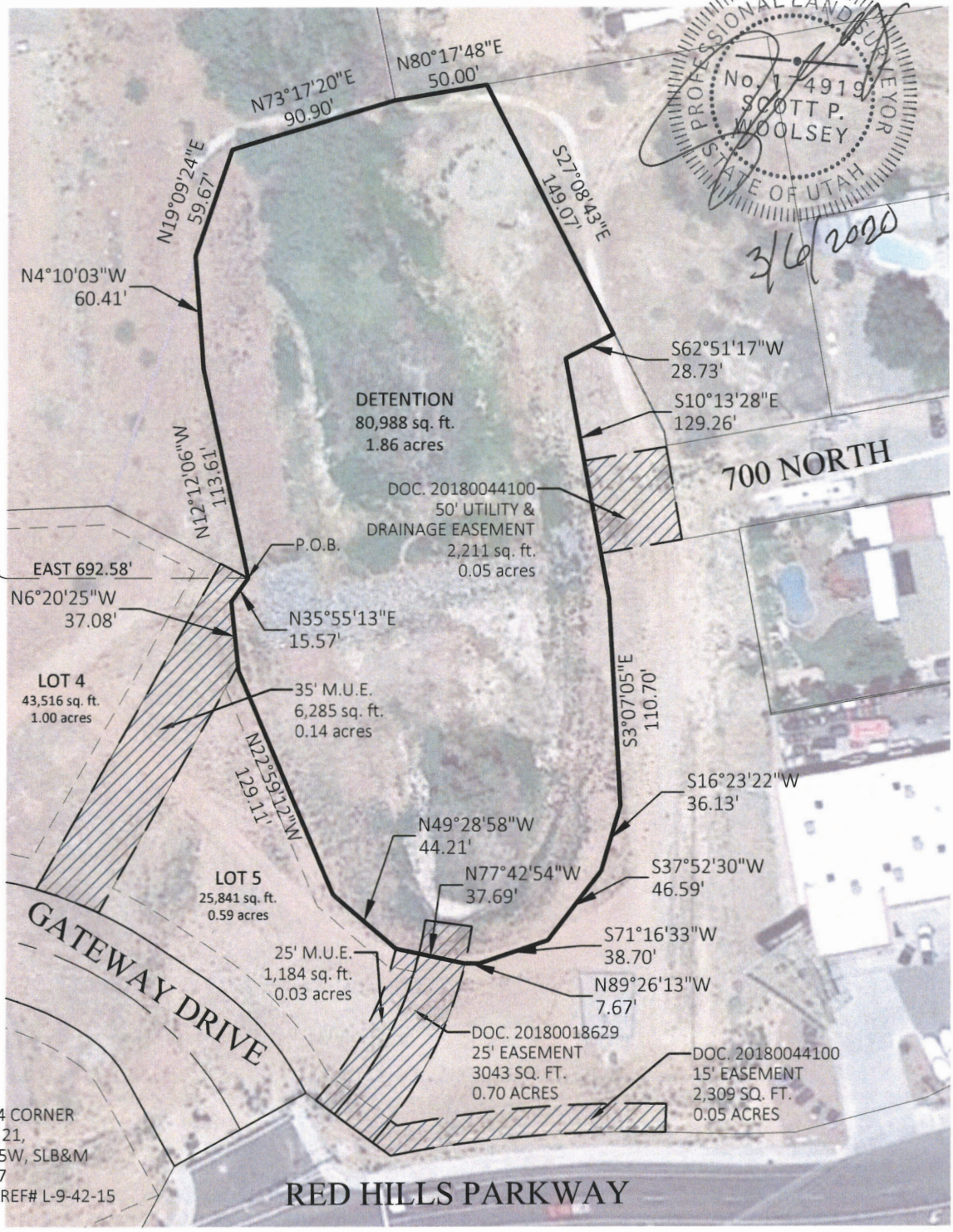
DETENTION AREA
(March 5, 2020)

Commencing at the West ¼ corner of Section 21, Township 42 South, Range 15 West, Salt Lake Base and Meridian, thence North 01°08'59" East 736.12 feet along the section line and East 692.58 feet to the point of beginning, and running thence North 12°12'06" West 113.61 feet; thence North 04°10'03" West 60.41 feet; thence North 19°09'24" East 59.67 feet; thence North 73°17'20" East 90.90 feet; thence North 80°17'48" East 50.00 feet; thence South 27°08'43" East 149.07 feet; thence South 62°51'17" West 28.73 feet; thence South 10°13'28" East 129.26 feet; thence South 03°07'05" East 110.70 feet; thence South 16°23'22" West 36.13 feet; thence South 37°52'30" West 46.59 feet; thence South 71°16'33" West 38.70 feet; thence North 89°26'13" West 7.67 feet; thence North 77°42'54" West 37.69 feet; thence North 49°28'58" West 44.21 feet; thence North 22°59'12" West 129.11 feet; thence North 06°20'25" West 37.08 feet; thence North 35°55'13" East 15.57 feet to the point of beginning.

Containing 1.86 acres, more or less.

PROFESSIONAL LAND SURVEYOR
NO. 174919
SCOTT P. WOOLSEY
STATE OF UTAH

3/6/2020



DETENTION AREA

	RS	3/4/20

ALPHA ENGINEERING
43 South 100 East, Suite 100 • St George, Utah 84770
T: 435.628.6500 • F: 435.628.6553 • alphaengineering.com

DRAFT

Agenda Item Number : 1j

Request For Council Action

Date Submitted	12/08/2021 01:45 PM
Proposed City Council Date	12/16/2021
Applicant	Jay Sandberg
Subject	Consider approval of a request to Bureau of Land Management to renew a drainage and utility easement (#UTU-71105).
Background	The existing easement (#UTU-71105) is set to expire June 18, 2023 and is located in the south Bloomington Hills area directly west of Hemlock Circle and is used only for drainage. This renewal is to update the expiration date of the easement and include the right to install and maintain additional utilities within the easement.
Proposed Resolution	Staff recommends approval.
Cost	$
Action Taken	
Requested by	Cameron Cutler
File Attachments	bloomingtonbermeasementapplication-sf299120821134527.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	No
Approved in Budget?	N/A **Amount:**

STANDARD FORM 299
APPLICATION FOR TRANSPORTATION, UTILITY SYSTEMS, TELECOMMUNICATIONS AND FACILITIES ON FEDERAL LANDS AND PROPERTY

FORM APPROVED
OMB Control Number: 0596-0249
Expiration Date: 02/28/2023

FOR AGENCY USE ONLY

NOTE: Before completing and filing the application for an authorization (easement, right-of-way, lease, license or permit), the applicant should completely review this package, including instructions, and schedule a pre-application meeting with representatives of the agency responsible for processing the application. Each agency may have specific and unique requirements to be met in preparing and processing the application. Many times, with the help of the agency representative, the application can be completed at the pre-application meeting.

Application Number

Date Filed

1. Name and address of applicant

City of St. George
175 East 200 North
St. George, Utah 84770

2. Name and address of authorized agent if different from item 1

3. Applicant telephone number and email:

(435) 627-4050
cameron.cutler@sgcity.org

Authorized agent telephone number and email:

tolsen@bowencollins.com
(435) 656-3299

4. As applicant are you? *(check one)*

- a. ☐ Individual
- b. ☐ Corporation*
- c. ☐ Partnership/Association*
- d. ☒ State Government/State Agency
- e. ☐ Local Government
- f. ☐ Federal Agency

** If checked, complete supplemental page*

5. Specify what application is for: *(check one)*

- a. ☐ New authorization
- b. ☒ Renewing existing authorization number Serial #UTU-71105
- c. ☒ Amend existing authorization number
- d. ☐ Assign existing authorization number
- e. ☐ Existing use for which no authorization has been received *
- f. ☐ Other*

** If checked, provide details under item 7*

6. If an individual, or partnership, are you a citizen(s) of the United States? ☐ Yes ☐ No

7. Project description (describe in detail): (a) Type of use or occupancy, *(e.g., canal, pipeline, road, telecommunications);* (b) related structures and facilities; (c) physical specifications *(Length, width, grading, etc.*); (d) term of days/years needed: (e) time of year of use or operation; (f) Volume or amount of product to be transported; (g) duration and timing of construction; and (h) temporary work areas needed for activity/construction *(Attach additional sheets, if additional space is needed.)*

The project includes renewal of the permit for flood control improvements including a berm and drainage channel. The amendment is to include irrigation and sewer utilities previously installed. Additional information regarding these facilities is provided in the associated Plan of Development for the project.

The original ROW dimensions were 80-feet wide by 550-feet long. Portions of the BLM land in this area have been patented to the adjacent school property resulting in the ROW dimensions being reduced to 80-feet wide by 230-feet long. The description of the extents of the ROW will be updated as part of the amendment also.

8. Attach a map covering area and show location of project proposal.

9. State or Local government approval: ☐ Attached ☐ Applied for ☒ Not Required

10. Nonrefundable application fee: ☐ Attached ☐ Not required ☒ To be determined by agency

11. Does project cross international boundary or affect international waterways? ☐ Yes ☒ No *(if "yes," indicate on map)*

12. Give statement of your technical and financial capability to construct, operate, maintain, and terminate system for which authorization is being requested.

The project is for the City of St. George, which is responsible for operating and maintaining existing utility service (ie. water, sewer, storm drain, irrigation, and power) within their service area of the City. The City is also responsible for operating and maintaining flood control facilities within the City. The City has the technical and financial capabilities to operate and maintain these facilities.

13a. Describe other alternative locations considered.

With this being a renewal of an existing ROW, no other alternatives were considered.

b. Why were these alternatives not selected?

See comment 13a above.

c. Give explanation as to why it is necessary to use or occupy Federal assets (lands or buildings).

The existing flood control facilities were constructed to mitigate flooding to downstream residents. Renewal of this authorization will allow these facilities to remain in place for flood protection.

14. List authorizations and pending applications filed for similar projects which may provide information to the authorizing agency. *(Specify number, date, code, or name)*

NA

15. Provide statement of need for project, including the economic feasibility and items such as: (a) cost of proposal (construction, operation, and maintenance); (b) estimated cost of next best alternative; and (c) expected public benefits.

The City has budgeted for construction of these flood control improvements. Once permitting is complete they will construct improvements. The expected public benefit includes improved flood mitigation to downstream residents.

16. Describe probable effects on the population in the area, including the social and economic aspects, and the rural lifestyles.

The probable effect on the population in the area includes flood protection to residents in the Bloomington Hills area. The existing utilities (irrigation & sanitary sewer) provide utilities services to multiple residents in the area.

17. Describe likely environmental effects that the proposed project will have on: (a) air quality; (b) visual impact; (c) surface and ground water quality and quantity; (d) the control or structural change on any stream or other body of water; (e) existing noise levels; and (f) the surface of the land, including vegetation, permafrost, soil, and soil stability; and, (g) historic or archaeological resources or properties.

The facilities are already in place. The construction will meet the City's dust control requirements and will have no visual impacts. There is no expected groundwater within the project and the flood control measures will continue to take surface water to the previously permitted location.

18. Describe the probable effects that the proposed project will have on (a) populations of fish, plant life, wildlife, and marine life, including threatened and endangered species; and (b) marine mammals, including hunting, capturing, collecting, or killing these animals.

With the facilities already in place there will be no probable effect on endangered species.

19. State whether any hazardous material, as defined in this paragraph, would be used, produced, transported or stored on or in a federal building or federal lands or would be used in connection with the proposed use or occupancy. “Hazardous material” shall mean (a) any hazardous substance under section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. § 9601(14); (b) any pollutant or contaminant under section 101(33) of CERCLA, 42 U.S.C. § 9601(33); (c) any petroleum product or its derivative, including fuel oil, and waste oils; and (d) any hazardous substance, extremely hazardous substance, toxic substance, hazardous waste, ignitable, reactive or corrosive materials, pollutant, contaminant, element, compound, mixture, solution or substance that may pose a present or potential hazard to human health or the environment under any applicable environmental laws. The holder shall not store any hazardous materials at the site without prior written approval from the authorized officer. This approval shall not be unreasonably withheld. If the authorized officer provides approval, this permit shall include (or in the case of approval provided after this permit is issued, shall be amended to include) specific terms addressing the storage of hazardous materials, including the specific type of materials to be stored, the volume, the type of storage, and a spill plan. Such terms shall be proposed by the holder and are subject to approval by the authorized officer.

No hazardous material will be used on the project site.

20. Name all the Federal Department(s)/Agency(ies) where this application is being filed.

Bureau of Land Management

I HEREBY CERTIFY, That I am of legal age and authorized to do business in the State and that I have personally examined the information contained in the application and believe that the information submitted is correct to the best of my knowledge.

Signature of Applicant	Date

Title 18, U.S.C. Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

GENERAL INFORMATION
ALASKA NATIONAL INTEREST LANDS

This application will be used when applying for a right-of-way, permit, license, lease, or certificate for the use of Federal lands which lie within conservation system units and National Recreation or Conservation Areas as defined in the Alaska National Interest lands Conservation Act. Conservation system units include the National Park System, National Wildlife Refuge System, National Wild and Scenic Rivers System, National Trails System, National Wilderness Preservation System, and National Forest Monuments.

Transportation utility systems telecommunication installations facility uses for which the application may be used are:

1. Canals, ditches, flumes, laterals, pipes, pipelines, tunnels, and other systems for the transportation of water.

2. Pipelines and other systems for the transportation of liquids other than water, including oil, natural gas, synthetic liquid and gaseous fuels, and any refined product produced therefrom.

3. Pipelines, slurry and emulsion systems, and conveyor belts for transportation of solid materials.

4. Systems for the transmission and distribution of electric energy.

5. Wired and wireless systems for transmission or reception of radio, television, telephone, telegraph, and other electronic signals, and other means of communications.

6. Improved right-of-way for snow machines, air cushion vehicles, and all-terrain vehicles.

7. Roads, highways, railroads, tunnels, tramways, airports, landing strips, docks, and other systems of general transportation.

This application must be filed simultaneously with each Federal department or agency requiring authorization to establish and operate your proposal.

In Alaska, the following agencies will help the applicant file an application and identify the other agencies the applicant should contact and possibly file with:

Department of Agriculture
Regional Forester, Forest Service (USFS)
P.O. Box 21628
Juneau, Alaska 99802-1628
Telephone: (907) 586-7847 *(or a local Forest Service Office)*

Department of the Interior
Bureau of Indian Affairs (BIA)
Alaska Regional Office
709 West 9th Street
Juneau, Alaska 99802
Telephone: (907) 586-7177

Department of the Interior
Alaska State Office
Bureau of Land Management
222 West 7th Avenue #13
Anchorage, Alaska 99513
Public Room: 907-271-5960
FAX: 907-271-3684
(or a local BLM Office)

U.S. Fish & Wildlife Service (FWS)
Office of the Regional Director 1011
East Tudor Road Anchorage, Alaska
99503 Telephone: (907) 786-3440

National Park Service (NPS)
Alaska Regional Office
240 West 5th Avenue
Anchorage, Alaska 99501
Telephone: (907) 644-3510

Note - Filings with any Interior agency may be filed with any office noted above or with the Office of the Secretary of the Interior, Regional Environmental Officer, P.O. Box 120, 1675 C Street, Anchorage, Alaska 99513.

Department of Transportation
Federal Aviation Administration
Alaska Region AAL-4, 222 West 7th Ave., Box 14
Anchorage, Alaska 99513-7587
Telephone: (907) 271-5285

NOTE - The Department of Transportation has established the above central filing point for agencies within that Department. Affected agencies are: Federal Aviation Administration (FAA), Coast Guard (USCG), Federal Highway Administration (FHWA), Federal Railroad Administration (FRA).

OTHER THAN ALASKA NATIONAL INTEREST LANDS

Use of this form is not limited to National Interest Conservation Lands of Alaska.

Individual department/agencies may authorize the use of this form by applicants for transportation, utility systems, telecommunication installations and facilities on other Federal lands outside those areas described above.

For proposals located outside of Alaska, applications will be filed at the local agency office or at a location specified by the responsible Federal agency.

SPECIFIC INSTRUCTIONS
(Items not listed are self-explanatory)

7 Attach preliminary site and facility construction plans. The responsible agency will provide instructions whenever specific plans are required.

8 Generally, the map must show the section(s), township(s), and range(s) within which the project is to be located. Show the proposed location of the project on the map as accurately as possible. Some agencies require detailed survey maps. The responsible agency will provide additional instructions.

9, 10, and 12 The responsible agency will provide additional instructions.

13 Providing information on alternate locations in as much detail as possible, discussing why certain locations were rejected and why it is necessary to use Federal assets will assist the agency(ies) in processing your application and reaching a final decision. Include only reasonable alternate locations as related to current technology and economics.

14 The responsible agency will provide instructions.

15 Generally, a simple statement of the purpose of the proposal will be sufficient. However, major proposals located in critical or sensitive areas may require a full analysis with additional specific information. The responsible agency will provide additional instructions.

16 through 19 Providing this information with as much detail as possible will assist the Federal agency(ies) in processing the application and reaching a decision. When completing these items, you should use a sound judgment in furnishing relevant information. For example, if the project is not near a stream or other body of water, do not address this subject. The responsible agency will provide additional instructions.

Application must be signed by the applicant or applicant's authorized representative.

EFFECT OF NOT PROVIDING INFORMATION

Disclosure of the information is voluntary. If all the information is not provided, the proposal or application may be rejected.

DATA COLLECTION STATEMENT

The Federal agencies collect this information from proponents and applicants requesting a right-of-way, permit, license, lease, or certification for use of Federal assets. The Federal agencies use this information to evaluate a proponent's or applicant's proposal to use Federal assets.

BURDEN STATEMENT

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0249. The time required to complete this information collection is estimated to average 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The authority to collect this information is derived from 47 U.S.C. 1455(c)(3) and 16 U.S.C. 3210.

USDA NONDISCRIMNATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

SUPPLEMENTAL		
NOTE: The responsible agency(ies) will provide instructions	CHECK APPROPRIATE BLOCK	
I - PRIVATE CORPORATIONS	ATTACHED	FILED*
a. Articles of Incorporation	☐	☐
b. Corporation Bylaws	☐	☐
c. A certification from the State showing the corporation is in good standing and is entitled to operate within the State	☐	☐
d Copy of resolution authorizing filing	☐	☐
e. The name and address of each shareholder owning 3 percent or more of the shares, together with the number and percentage of any class of voting shares of the entity which such shareholder is authorized to vote and the name and address of each affiliate of the entity together with, in the case of an affiliate controlled by the entity, the number of shares and the percentage of any class of voting stock of that affiliate owned, directly or indirectly, by that entity, and in the case of an affiliate which controls that entity, the number of shares and the percentage of any class of voting stock of that entity owned, directly or indirectly, by the affiliate.	☐	☐
f. If application is for an oil or gas pipeline, describe any related right-of-way or temporary use permit applications, and identify previous applications.	☐	☐
g. If application is for an oil and gas pipeline, identify all Federal lands by agency impacted by proposal.	☐	☐
II - PUBLIC CORPORATIONS		
a. Copy of law forming corporation	☐	☐
b. Proof of organization	☐	☐
c. Copy of Bylaws	☐	☐
d. Copy of resolution authorizing filing	☐	☐
e. If application is for an oil or gas pipeline, provide information required by item "I - f" and "I - g" above.	☐	☐
III - PARTNERSHIP OR OTHER UNINCORPORATED ENTITY		
a. Articles of association, if any	☐	☐
b. If one partner is authorized to sign, resolution authorizing action is	☐	☐
c. Name and address of each participant, partner, association, or other	☐	☐
d. If application is for an oil or gas pipeline, provide information required by item "I - f" and "I - g" above.	☐	☐

*If the required information is already filed with the agency processing this application and is current, check block entitled "Filed." Provide the file identification information *(e.g., number, date, code, name)*. If not on file or current, attach the requested information.

DRAFT

Agenda Item Number : 1k

Request For Council Action

Date Submitted	11/09/2021 01:53 PM
Proposed City Council Date	12/16/2021
Applicant	Shirlayne Quayle
Subject	Consider approval of a Grant Agreement with the State of Utah and a Grant Agreement with Friends of Switchpoint for acquisition of the Studio 6 Motel located at 999 East Red Hills Parkway.
Background	There are two Grant Agreements associated with this item. The first is an Agreement between the City and the State of Utah for $2,000,000.00 as part of the Governor's Office of Planning and Budget Covid-19 Local Assistance Matching Grant Program. The second is between the City and Friends of Switchpoint. The City will receive the grant from the State and will then subAgree the monies to Friends of Switchpoint. Funding is to be used to acquire the property at 999 E Red Hills Parkway.
Proposed Resolution	Staff recommends approval.
Cost	$
Action Taken	
Requested by	Shirlayne Quayle
File Attachments	grantagreementcitytoswitchpoint20000001213211237021214211443 17.pdf grantagreementstatetocity20000001213211041221214211443 17121421145306.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	No
Approved in Budget?	No **Amount:**

WHEN RECORDED MAIL TO:
City of St. George
Attn: Genna Goodwin
175 East 200 North
St. George, UT 84770
435-627-4450

Parcel No. SG-1328-A-3-N

GRANT AGREEMENT

This GRANT AGREEMENT ("Agreement") is entered into effective as of December 16, 2021, by and between **Friends of Switchpoint, Inc.**, a Utah nonprofit corporation ("**Subrecipient**") and **The City of St. George**, a Utah municipal corporation ("**City**").

RECITALS

A. The Subrecipient wishes to acquire property located at 999 E Red Hills Parkway, SG-1328-A-3-N ("**Property**"), from ST GEORGE LODGING L C ("**Owner**"). The Property exists as an extended stay motel with an undeveloped dirt area on the northern end of the parcel. The existing motel is to be converted into deeply affordable housing containing affordable units ("**Project**"). A more detailed explanation of the Project as well as terms from the State of Utah can be found in the STATE OF UTAH GRANT AGREEMENT, incorporated herein as EXHIBIT A.
B. In connection with the acquisition of the property for the Project, City shall grant funds to the Subrecipient in the amount of $2,000,000 ("**Pass Through Grant**"). Said Pass Through Grant funding is to be disbursed per the guidelines included in EXHIBIT A.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Agreement to Grant.** In furtherance of the foregoing Recitals, City agrees to grant to the Subrecipient the cash sum amount of **Two Million and 00/100 Dollars ($2,000,000.00)** by check or wire transfer in two installments. Subrecipient will receive 95% of the maximum amount to be paid under this Agreement no later than 14 days after City receives funding from the State of Utah. Subrecipient it to work with City to submit a Final Payment Request for the remaining 5% of funding per the guidelines in the STATE OF UTAH GRANT AGREEMENT. City will have no more than 30 days to remit the remaining funds to Subrecipient after receipt from the State of Utah.
2. **Term of Agreement.** The term of this Agreement shall commence on the effective date hereof and shall continue until December 31, 2026.
3. **Limits on Authority**. During the term of this Agreement, and notwithstanding anything to the contrary stated herein, neither party shall have any authority to bind the other on any contracts or in any other capacity, and neither party shall hold itself out to third parties as having such authority. Neither party shall be an agent for the other on any matter or in any capacity.

4. **Assignment**. This Agreement shall not be assigned by either the City or the Subrecipient without the prior written consent of City, Subrecipient, or the State of Utah.
5. **Miscellaneous**.
    a. Entire Agreement. This Agreement sets forth the entire agreement of the parties concerning the subject matter hereof, and all prior understandings, agreements, and negotiations have been merged into this Agreement.
    b. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes.
    c. Costs of Enforcement. In the event that any party brings any action against the other party to this Agreement to enforce the terms hereof, the prevailing party shall be entitled to receive its attorney's fees, court costs, and other reasonably related expenses.
    d. Binding Effect. This Agreement shall be binding upon the parties hereto and shall bind their respective successors and permitted assigns.
    e. Modification. This Agreement may be amended or modified only by a writing which is signed by all parties hereto.
    f. Governing Law. This Agreement shall be governed by and construed in accordance with Utah law.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date first written above.

DEVELOPER:

FRIENDS OF SWITCHPOINT, INC.,
a Utah nonprofit corporation

By: _____
David Dangerfield, Chairman

CITY:

THE CITY OF ST. GEORGE

By: _____
Name: Michele Randall
Its: Mayor

ATTEST:

_____
Christina Fernandez, City Recorder

APPROVED AS TO FORM:

_____
Tani Downing, City Attorney

Grant Agreement Number:

STATE OF UTAH GRANT AGREEMENT
COVID-19 LOCAL ASSISTANCE MATCHING GRANT PROGRAM
GOVERNOR'S OFFICE OF PLANNING AND BUDGET

The Point Transitional Housing
State Fiscal Year 2022

1. **GRANT AGREEMENT PARTIES:** This COVID-19 Local Assistance Matching Grant Program Grant Agreement (this "Agreement") is between the State of Utah, Governor's Office of Planning and Budget, referred to as the State, and the following local government Grantee:

Grantee Name:	City of St. George
Grantee Address:	175 E. 200 North St. George, UT 84770
Federal Tax ID:	876000275
Legal Status of Grantee:	Local Government
DUNS #:	627376569
Contact Person:	Genna Davenport
Phone #:	435-627-4450
Email:	genna.davenport@sgcity.org

2. **METHOD OF DISTRIBUTION:**
Upon completion of this Agreement, the Grantee shall submit invoices requesting payments per section 3 of Attachment C – TERMS AND CONDITIONS.

3. **GENERAL PURPOSE OF AGREEMENT:**
The general purpose of this Agreement is to provide American Rescue Plan Act of 2021, Coronavirus State Fiscal Recovery Fund funds (CFDA #: 21.0217) (FAIN: SLFRP3929) to Grantee, as directed by the Utah State Legislature in Utah Code Annotated § 63J-4-801, et seq., to be used, in conjunction with Grantee's matching funds, for the following project: The Point Transitional Housing.

4. **AGREEMENT PERIOD:**

Effective Date:	
Termination Date:	December 31, 2026, with no option for renewal or extension.
Incurred Costs Period:	As set forth in the U.S. Department of the Treasury's implementing regulations, Grantee may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.

Unless either party terminates this Agreement in accordance with the terms and conditions herein, this Agreement will remain in effect for the entire term.

5. **AGREEMENT AMOUNT:** The State shall pay to the Grantee no more than a maximum of $2,000,000.00 for costs authorized under this Agreement. All expenditures and activities must comply with all attachments herein and must occur before this Agreement terminates. Funding must not be used for purposes contrary to federal, state, or local laws.

6. **ATTACHMENTS INCLUDED AND MADE PART OF THIS AGREEMENT:**
Attachment A – SCOPE OF WORK

Attachment B – REPORTING REQUIREMENTS
Attachment C – TERMS AND CONDITIONS
Attachment D – FFATA CERTIFICATION

Any conflicts between Attachment C and any other Attachment will be resolved in favor of Attachment C.

7. AGREEMENT INFORMATION:

Grantor:	Governor's Office of Planning and Budget
Address:	350 N. State Street, Suite 140, Salt Lake City, UT 84114
Contact Name:	Taylor Kauffman
Contact Title:	Federal Assistance Management Officer
Contact Phone:	(801) 538-1543
Contact Email:	tkauffman@utah.gov

8. AGREEMENT EXECUTION:
Each person signing this Agreement represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver this Agreement and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery of the Agreement and the performance of each party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal Agreement binding on the parties and enforceable in accordance with its terms. This Agreement is not fully executed until all parties have signed this Agreement.

BY SIGNING THIS AGREEMENT, THE GRANTEE HEREBY ACKNOWLEDGES THAT THE GRANTEE HAS READ, UNDERSTOOD, AND AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

THE STATE OF UTAH	City of St. George
_____	Genna Davenport Genna Davenport (Dec 10, 2021 12:27 MST) _____
Name: Sophia DiCaro	Name: Genna Davenport
Title: Executive Director	Title: Economic Vitality & Housing Coordinator
Date:	Date: 12/10/2021
Governor's Office of Planning and Budget	

ATTACHMENT A:
COVID-19 LOCAL ASSISTANCE MATCHING GRANT PROGRAM
SCOPE OF WORK

Project Statement:

The Point St. George transitional housing project changes the ownership and repurposes the use of the existing Studio 6 Motel from a traditional motel to transitional housing for individuals who have struggled with substance abuse, who are seeking support and are currently working to get back on their feet in Washington County, Utah. The project adds a minimum of 52 units to the transitional housing resources in Washington County. Transitional housing is designed to provide interim stability and support to successfully move to and maintain permanent housing (hudexchange.info/programs). 20 rooms will be set aside for veterans and will be linked to specific mental health services addressing PTSD. Each room will hold a single male, no families would be admitted in the housing facility. Friends of Switchpoint will own and operate the facility. Tenants will be linked to case management, mental health and substance abuse services. The project has an estimated end date of June 2022.

Project Deliverables / Performance Measures:

The intended benefits will be measured based on the following objectives: 1) complete the purchase of Studio 6 measured by a title filing date on or before December 31, 2021. 2) begin operation of The Point to expand pandemic-response overflow shelter capacity for the 2021/2022 winter response measured by the number of The Point residents placed through the coordinated-entry system between December 2021 and March 2022, and 3) increase access to transitional housing for those experiencing homelessness who need supportive services for substance abuse measured by the occupancy turnover rate of 5% per month at The Point for the six month period between January 2022 and June 2022.

Project Budget (identify all funding sources and total project costs):

$4,500,000 acquisition cost (acquisition, earnest, closing, etc).
$100,000 site improvements.

Project Match Requirement: $2,600,000.00

▣ Grantee acknowledges that this project is subject to the STATE OF UTAH COVID-19 LOCAL ASSISTANCE MATCHING GRANT PROGRAM GRANT AGREEMENT

ATTACHMENT B:
COVID-19 LOCAL ASSISTANCE MATCHING GRANT PROGRAM
REPORTING REQUIREMENTS

1. **PUBLIC FUNDS:** Grantee shall comply with applicable state statutes on reporting and expenditure of public funds. Specifically, UCA 63J-1-220(2)(b) requires the recipient entity to provide the state agency with annual reports and a final report. Grantee understands and acknowledges that the State is required to report to the United States Treasury regarding the American Rescue Plan Act of 2021, Coronavirus State Fiscal Recovery Fund funds. Grantee will provide the information and reports required by this agreement and any additional information or reporting that may be required by the State.

2. **SEMIANNUAL REPORT:** Grantee shall submit a report to the State, as directed by GOPB, semiannually on January 31 and July 31 of every year until the project is complete. The report shall provide information regarding the subject project's obligations, expenditures, contracts, grants, sub-awards, and specifics of how the expenditures were for eligible uses. The report also must respond to each of the items below in the order specified:
    a. The actual amount spent on the project and the time frame this amount was spent;
    b. A breakdown of how funds were spent, by funding source;
    c. The projected spending by fiscal year-end (June 30 of each year);
    d. The amount of remaining unspent Local Assistance Monies;
    e. An assessment of implementation which includes: (i) what month and year the project is expected to be fully implemented, (ii) whether the project encountered any factors that caused a delay in implementation and explanation of these factors, and (iii) whether the project encountered any factors that caused a change in scope and an explanation of these factors;
    f. An assessment of accuracy which includes: (i) how much of the Local Assistance Monies were spent as of the last reporting period, (ii) how much of the Grantee's matching funds were spent as of the last reporting period, and (iii) how much of the awarded Local Assistance monies is expected to be spent by fiscal year-end (June 30 of each year); and
    g. An assessment of performance which includes: (i) how the success of the project is being measured, and (ii) how successful the project has been according to those metrics.

3. **FINAL PAYMENT REQUEST:** Grantee acknowledges Grantee's responsibility to submit reports, respond to legislative or governor inquiries, and comply with other reporting rules to receive Final Payment. To request the remaining 5% of the granted Local Assistance Monies, the Grantee shall submit a Final Payment Request no sooner than 90 days before the estimated project completion date, which will include the following information:
    a. Summary and documentation of actual project expenditures to date, including the source of the funds spent; and,
    b. The anticipated date that the project will be completed.

4. **FINAL REPORT:** The Final Report consists of one final quarterly Report submitted after the project has been completed and closed out. Grantee must provide this Final Report within three months after completing the project.

5. **REPORTING CERTIFICATION:** By signing and entering into this Agreement with the State, the Grantee certifies that the Grantee shall provide an itemized report semiannually, a final payment request, and a final report when the project is completed.

ATTACHMENT C:
COVID-19 LOCAL ASSISTANCE MATCHING GRANT PROGRAM
TERMS AND CONDITIONS

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
   - **a.** "**Agreement**" means these terms and conditions, the cover pages, and all other attachments and documents incorporated by reference.
   - **b.** "**ARPA**" means the American Rescue Plan Act of 2021
   - **c.** "**Grantee**" means the local government entity which is the recipient of Local Assistance SFRF monies from the State. The term "Grantee" includes Grantee's agents, officers, employees, and partners.
   - **d.** "**Local Assistance Monies**" means funds distributed through the COVID-19 Local Assistance Matching Grant Program (Utah Code Annotated § 63J-4-801, et seq.) from the State's ARPA-Coronavirus State Fiscal Recovery Fund funds.
   - **e.** "**Matching amount**" means the difference between the total project cost and the Local Assistance Monies provided under this Agreement. This matching amount can include the Grantee's own funds and funds from other sources dedicated to the completion of the project. Matching amount does not include Local Assistance Monies provided under this agreement.
   - **f.** "**Non-Public Information**" means information that is deemed private, protected, controlled, or exempt from disclosure under the Government Records Access and Management Act ("**GRAMA**") or as non-public under other applicable State and federal laws. Non-Public Information includes those records the State determines are protected after having properly received a written claim of business confidentiality as described in Utah Code § 63G-2-309. The State reserves the right to identify additional information that must be kept non-public under federal and State laws.
   - **g.** "**Project**" means the project identified in ATTACHMENT A: SCOPE OF WORK
   - **h.** "**State**" means the State of Utah Department, Division, Office, Bureau, Agency, or other State entity identified in this Agreement.
   - **i.** "**SubGrantees**" means persons or entities under the direct or indirect control or responsibility of Grantee, including, but not limited to: Grantee's agents; consultants; employees; authorized resellers; or anyone else for whom Grantee may be liable at any tier, including a person or entity providing or performing this Agreement, such as Grantee's manufacturers, distributors, and suppliers. SubGrantees also include other collaborating entities that will assist in the execution of the project.

2. **MATCH REQUIREMENT:** Grantee agrees to spend the matching amount concurrently with the Local Assistance Monies in that same proportion that the matching amount bears to the overall cost of the project.

3. **PAYMENT:** Unless otherwise stated in this Agreement, the State agrees to pay Grantee in two (2) installments.
   - **a.** Grantee will receive up to 95% of the maximum amount to be paid under this Agreement immediately after approval of the signed Agreement.
   - **b.** Grantee will receive the remaining percentage of the maximum amount to be paid under this amount upon submission of a Final Payment Request as outlined in ATTACHMENT B: REPORTING REQUIREMENTS.
   - **c.** The acceptance by Grantee of final Local Assistance Monies payment, without a written protest filed with the State within ten (10) business days of receipt of final payment, shall release the State from all claims and all liability to Grantee. No State payment is to be construed to prejudice any claims that the State may have against Grantee. The State may withhold, adjust payment

amount, or require repayment of any Local Assistance Monies under this Agreement that is: (i) provided in reliance on an inaccurate or incomplete representation, (ii) unsupported by sufficient invoices or other documentation, (iii) not used by Grantee for the project identified, (iv) used for any purpose in violation of the terms of this Agreement or in violation of the law, or (v) paid in excess of what is actually owed.

4. PERMISSIBLE USE OF FUNDING:

- **a.** Funds awarded as part of this Agreement can only be used for expenditures directly related to completing the project as described in ATTACHMENT A: SCOPE OF WORK. Any changes to the approved project must be submitted in writing and approval must be obtained prior to using funding outside of the originally approved project parameters. Funding obtained through this Agreement cannot be used to reimburse expenditures incurred prior to the Period of Performance.
- **b.** Due to the Local Assistance Monies being federal funds from the ARPA, it is the responsibility of the Grantee to adhere to all use of funding requirements as outlined in the applicable laws, including but not limited to American Rescue Plan Act of 2021, Public Law 117–2, codified at 42 U.S.C. 802 et seq., Section 603 of the Social Security Act, 31 CFR Part 35, and the U.S. Department of the Treasury's Interim Final Rule and any final rule(s) regarding Coronavirus State and Local Fiscal Recovery Funds, and Utah Code Annotated § 63J-4-801, et seq.
- **c.** Funds provided through this agreement are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. The CFDA number assigned to the CRF is 21.027, pending completion of registration by the federal government.
- **d.** Grantee acknowledges and agrees that that the State is subject to reporting requirements regarding the use of the Local Assistance Monies and that the State may be subject to recoupment by/to the United States Treasury for amounts that are not expended for eligible uses. Any use of awarded funding by Grantee that is contrary to the agreed upon project parameters or federal regulations will be subject to project cancellation and recoupment of awarded funds. See section 5 for additional information regarding recoupment of funds
- **e.** Grantee may not loan, grant, or collateralize the Local Assistance Monies without the prior written approval of the State.

5. RECOUPMENT OF FUNDS

If state or federal audit findings determine that any funds expended by the Grantee violate the terms of this Agreement, the Grantee shall provide funds to the state sufficient to meet such repayment request(s). The Grantee assumes responsibility for ensuring compliance of all subgrantees. The Grantee is to be held responsible for the repayment of funds expended by any subgrantees which violates the terms of this Agreement. If the Grantee is unwilling or unable to repay the funds, the repayment request amount will become a past due obligation of the Grantee to the State and may be collected as such.

6. PERIOD OF PERFORMANCE

The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in the U.S. Department of the Treasury's implementing regulations, Grantee may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.

7. **PERFORMANCE MEASURES**
The Grantee agrees to establish and maintain performance measures for the project and to report on them in compliance with ATTACHMENT C: SCOPE OF WORK.

8. **REPORTING ON THE USE OF FUNDS**
The Grantee agrees to the reporting requirements as explained in ATTACHMENT B: REPORTING REQUIREMENTS

9. **GRANTEE MONITORING**
The Grantee agrees to comply with monitoring by the State of all programmatic and financial activity in relation to the approved project. Post-award monitoring may be conducted to determine the Grantee's progress towards implementing the planned award activities, review compliance with relevant laws and regulations, and provide technical assistance as needed. The Grantee assumes responsibility for ensuring the relevant copies of all reports and correspondence are maintained and are accurate and complete. If Grantee awards funds to subGrantees, they assume responsibility for all monitoring and compliance of all programmatic and financial activity of said subGrantee.

10. **LAWS AND REGULATIONS:**
    - **a.** During the term of this Agreement, Grantee will comply with all applicable federal and State constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements and including but not limited to American Rescue Plan Act of 2021 , Public Law 117–2, codified at 42 U.S.C. 802 et seq., Section 603 of the Social Security Act, 31 CFR Part 35, and the U.S. Department of the Treasury's Interim Final Rule and any final rule(s) regarding Coronavirus State and Local Fiscal Recovery Funds, and Utah Code Annotated § 63J-4-801, et seq .
    - **b.** Grantee understands and agrees to comply with applicable provisions of Utah Code § 51-2a-102, 51-2a-201, and 51-2a-301. Before receiving any Local Assistance Monies, Grantee shall provide all documentation required by the sections of the Utah Code referenced in this section. Grantee acknowledges that the State is bound by the provisions referenced in this section, and may withhold or demand return of Local Assistance Monies if the Grantee fails to comply with any provisions of these sections of the Utah Code, as amended. Grantee shall provide to the State, in a form and manner prescribed by the State, an itemized report at least semiannually detailing the expenditure of Local Assistance Monies.

11. **RECORDS ADMINISTRATION:** Grantee shall maintain or supervise the maintenance of all records, receipts and any other documentation necessary to properly account for: (i) payments made by the State to Grantee under this Agreement, (ii) Grantee's performance of this Agreement terms and milestones, and (iii) outcomes reported to the State by Grantee. Grantee shall retain these records for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Grantee shall allow, at no additional cost, State of Utah and federal auditors, State staff, and/or a party hired by the State, access to all records necessary to account for all Local Assistance Monies received by Grantee as a result of this Agreement and to verify that Grantee's use of the Local Assistance Monies is appropriate and has been properly reported.

12. **CONFLICT OF INTEREST:** Grantee represents that no material conflict of interest exists in relation to its receipt of Local Assistance Monies under this Agreement and that none of Grantee's officers or employees are officers or employees of the State of Utah, unless full and complete disclosure has been made to the State.

13. **INDEPENDENT CAPACITY:** Grantee and SubGrantees, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.

14. **EMPLOYMENT PRACTICES:** Grantee shall abide by federal and State employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the workplace. Grantee shall further abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Grantee's employees.

15. **AMENDMENTS:** The parties may amend this Agreement only by mutual written agreement, which amendment will be attached to this Agreement. Automatic renewals will not apply to this Agreement even if listed elsewhere in this Agreement.

16. **TERMINATION:** Unless otherwise stated in this Agreement, either party may terminate this Agreement with or without cause and upon written notice to the other party, at any time prior to the date on which the State disburses any of the Local Assistance Monies to Grantee. Under this section, "cause" means, without limitation, any material violation of the terms of the program or this Agreement. This agreement may only be terminated after the State disburses any of the Local Assistance Monies to Grantee if the Grantee returns all of the Local Assistance Monies that have been disbursed.

17. **NOTICE OF CHANGE OR REORGANIZATION:** If a change or reorganization occurs which affects Grantee's ability to perform under this Agreement, Grantee shall immediately notify the State. Changes or organizations that require notification to the State include, but are not limited to the following:
    - **a.** Material change in the amount of type of facilities, assistance, or staff Grantee provides to facilitate this Agreement; or
    - **b.** Any other change or reorganization that Grantee reasonably expects would be of interest or value to the State in the administration of this Agreement.

18. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to Grantee, the State may terminate this Agreement, in whole or in part, if the State determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Agreement; or (ii) a change in available funds affects the State's ability to pay under this Agreement. A change of available funds as used in this section, includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

19. **WORKERS COMPENSATION INSURANCE:** Grantee shall maintain, during the term of this Agreement, workers' compensation insurance for all its employees, as well as any SubGrantees as required by law.

20. **REVIEWS:** The State may perform reviews, and/or comment upon Grantee's use of the Local Assistance Monies. Such reviews will not waive the requirement of Grantee to meet all the terms and conditions of this Agreement.

21. **ASSIGNMENT:** Grantee may not assign, sell, transfer, subAgreement or sublet rights, or delegate any right or obligation under this Agreement, in whole or in part, without the prior written approval of the State.

22. **PUBLIC INFORMATION:** This Agreement and invoices will be public records in accordance with GRAMA. Grantee gives the State express permission to make copies of this Agreement, related documents, and invoices, available in accordance with GRAMA. Except for sections identified in writing by Grantee and expressly approved by the State of Utah Division of Purchasing and General Services, all of which must be in accordance with GRAMA, Grantee also agrees that non-protected portions of Grantee's Application will be a public document, and copies may be given to the public as permitted under GRAMA. The State is not required to inform Grantee of any GRAMA requests for disclosure of this Agreement, related documents, or invoices.

23. **NON-PUBLIC INFORMATION:** If Non-Public Information is disclosed to Grantee, Grantee shall: (i) advise its agents, officers, employees, partners, and SubGrantees of the obligations set forth in this Agreement; (ii) keep all Non-Public Information strictly confidential; and (iii) not disclose any Non-Public Information received by it to any third parties. Grantee will promptly notify the State of any potential or actual misuse or misappropriation of Non-Public Information. Grantee shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Upon termination or expiration of this Agreement and upon request by the State, Grantee will return all copies of Non-Public Information to the State or certify, in writing, that the Non-Public Information has been destroyed. This duty of confidentiality will be ongoing and survive the termination or expiration of this Agreement.

24. **INDEMNITIES:**
    a. **For Governmental Entity Grantees:** Both parties to this Agreement are governmental entities as defined in the Utah Governmental Immunity Act (Utah Code § 63G-7-101 et. seq.). Nothing in this Agreement will be construed as a waiver by either or both parties of any rights, limits, protections or defenses provided by the Utah Governmental Immunity Act. Nor shall this Agreement be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Agreement is otherwise entitled. Subject to and consistent with the Utah Governmental Immunity Act, each party is responsible for its own actions or negligence and will defend against any claim or lawsuit brought against it. There are no indemnity obligations between these parties, except for indemnification for infringement and indemnification for breach of duty of confidentiality as specified in this section.
    b. **Indemnification for Infringement:** Grantee indemnifies and holds the State harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. If there are any limitations of Grantee's liability, such limitations of liability will not apply to this section.
    c. **Indemnification for Breach of Duty of Confidentiality:** As permitted by law, Grantee indemnifies, holds harmless, and will defend the State, including anyone for whom the State is liable, from claims related to a breach of the duty of confidentiality, as described in section 18, including any notification requirements, by Grantee or anyone for whom Grantee is liable.

25. **OWNERSHIP IN INTELLECTUAL PROPERTY:** Each party recognizes that it has no right, title, or interest, proprietary or otherwise, in the intellectual property owned or licensed by the other party, unless otherwise agreed upon by both parties in writing.

26. **PUBLICITY:** Grantee shall submit to the State for written approval all advertising and publicity matters relating to this Agreement. The State may, at its sole discretion, provide approval, which must be in writing. If the State provides approval for advertising or publicity, Grantee shall give recognition and credit to the State of Utah in Advertising or public notice, at least in the form of a public acknowledgement of the receipt of Local Assistance Monies.

27. **WAIVER:** A waiver of any right, power, or privilege will not be construed as a waiver of any subsequent right, power, or privilege.

28. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Agreement, the order of precedence shall be: (i) this Attachment C; (ii) STATE OF UTAH COVID-19 LOCAL ASSISTANCE MATCHING GRANT PROGRAM GRANT AGREEMENT with signature(s); (iii) Attachment B regarding reporting; (iv) the State's additional terms and conditions, if any; (v) any other document listed or referenced in Agreement; and then (vi) Grantee's terms and conditions that are attached to this Agreement, if any. Any provision attempting to limit the liability of Grantee or the rights of the State must be in writing and attached to this Agreement, or the provision will be void.

29. **GOVERNING LAW AND VENUE:** This Agreement is governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Agreement will be brought in a court of competent jurisdiction in the State of Utah. Venue will be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

30. **SURVIVAL OF TERMS:** Termination or expiration of this Agreement will not extinguish or prejudice the State's right to enforce this Agreement with respect to any default or defect in the Services that has not been cured.

31. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Agreement will not affect the validity or enforceability of any other provision, term, or condition of this Agreement, which will remain in full force and effect.

32. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revision date: 9 December 2021)

ATTACHMENT D:
FFATA CERTIFICATION
(Not required for State Agencies and Compnet Units)

Organization Name (Grantee): City of St. George

DUNS Number: 627376569

Federal Funding Accountability and Transparency Act of 2006 requires that the Grantee report the names and total compensation of the Grantee's five most highly compensated executives, if the following requirements are met.

In the Grantee's preceding completed fiscal year, did the Grantee receive:

1. 80 percent or more of the Grantee's annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and
2. $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

☒ NO: Skip to Attestation below

☐ YES: Continue, complete Executive Compensation and Attestation below

Executive Compensation

	Name	Title	Total Compensation Level
1			
2			
3			
4			
5			

*Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

1. Salary and bonus.
2. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards 2 CFR 200 (Revised 2004) (FAS 123R), Shared Based Payments.
3. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
4. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
5. Above-market earnings on deferred compensation which is not tax-qualified.

6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

Attestation

By signing, you attest that the Grantee information and certification provided above is true and correct. Knowingly providing false or misleading information may result in criminal or civil penalties as per Title 18, Section 1001 of the US Criminal Code.

Signature of Chief Executive Officer or Designee: Genna Davenport
Genna Davenport (Dec 10, 2021 12:27 MST)

Name: Genna Davenport

Title: Economic Vitality & Housing Coordinator

Date: 12/10/2021

Equal Opportunity Employer/Program

Auxiliary aids and services are available upon request to individuals with disabilities by calling 801-526-9240. Individuals who are deaf, hard of hearing, or have speech impairments may call Relay Utah by dialing 711. Spanish Relay Utah: 1-888-346-3162.

DRAFT

Agenda Item Number : 1I

Request For Council Action

Date Submitted	11/29/2021 03:12 PM
Proposed City Council Date	12/16/2021
Applicant	Steve Jennings
Subject	Consider approval of the Sixth Amendment to a Loan Agreement between Fort Piece Business Park, L.C., the City of St. George, and Dixie-Rural Electric Association.
Background	In 1998, Fort Piece Business Park, L.C., the City of St. George, and Dixie-Rural Electric Association, Inc. entered into a Loan Agreement which has subsequently been amended over time. This request is for a Sixth Amendment. The Sixth Amendment defines the full extent of Real Property covered under the Loan Agreement and clarifies the interest rate as per original agreement.
Proposed Resolution	Staff recommends approval.
Cost	$
Action Taken	
Requested by	Shirlayne Quayle
File Attachments	fpbploanagreementsixthamendment12162021cc12132114045912142114454 6.pdf loanagreementfortpiercedixiecitysixthamendmentfin12132114044912142114454 6.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**

ST. GEORGE CITY COUNCIL MINUTES
REGULAR MEETING
NOVEMBER 10, 2021 5:00 P.M.
CITY COUNCIL CHAMBERS

PRESENT:

Mayor Michele Randall
Councilmember Jimmie Hughes – arrived at 4:08 p.m.
Councilmember Bryan Smethurst
Councilmember Gregg McArthur
Councilmember Vardell Curtis
City Manager Adam Lenhard
City Attorney Tani Pack Downing
City Recorder Christina Fernandez

EXCUSED:

Councilmember Dannielle Larkin

OPENING:

Mayor Randall called the meeting to order and welcomed all in attendance. The invocation was offered by Reverend Alex Wilkie and The Pledge of Allegiance to the Flag was led by Councilmember Smethurst.

CANVASS OF THE 2021 MUNICIPAL GENERAL ELECTION:

Melanie Abplanalp with the Washington County Clerk's office mentioned the City has 51,930 registered voters. She then outlined the official general election results as follows:

For Mayor:

Michele Randall	11,614	55.18%
Jimmie B. Hughes	9,424	44.82%

For City Council:

Greg Aldred	9,500	24.30%
Vardell H Curtis	8,992	23.00%
Natalie Larsen	10,384	26.56%
Michelle Tanner	10,216	26.13%

Ms. Abplanalp spoke about overvotes and undervotes for this election. She then stated that 18,365 ballots were counted on election night; however, 2,873 eligible ballots were added for a total of 21,188 ballots which is a 40.80% voter turnout. There were 1,258 ballots that were not able to be counted: 339 were returned past the deadline of November 1st, 688 were returned as undeliverable, and 231 were returned unsigned or had signatures that did not match voter records – voters were contacted but did not cure the situation. In person voting had 21 provisional ballots, all of which were counted and 368 residents showed up to vote in person.

Mayor Randall congratulated Councilmembers Elect Natalie Larsen and Michelle Tanner. She noted the swearing in will take place at noon on January 3, 2022.

MOTION: A motion was made by Councilmember Curtis to approve Canvass of the 2021 Municipal General Election as presented.

DRAFT

SECOND: The motion was seconded by Councilmember McArthur.
VOTE: Mayor Randall called for a roll call vote, as follows:

Councilmember Hughes – aye
Councilmember Smethurst – aye
Councilmember McArthur – aye
Councilmember Larkin – aye
Councilmember Curtis – aye

The vote was unanimous and the motion carried.

ADJOURN:

MOTION: A motion was made by Councilmember McArthur to adjourn.
SECOND: The motion was seconded by Councilmember Curtis
VOTE: Mayor Randall called for a vote, as follows:

Councilmember Hughes – aye
Councilmember Smethurst – aye
Councilmember McArthur – aye
Councilmember Larkin – aye
Councilmember Curtis – aye

The vote was unanimous and the motion carried

_____
Christina Fernandez, City Recorder

DRAFT

ST. GEORGE CITY COUNCIL MINUTES
REGULAR MEETING
NOVEMBER 18, 2021 5:00 P.M.
CITY COUNCIL CHAMBERS

PRESENT:

Mayor Pro Tem Jimmie Hughes
Councilmember Gregg McArthur
Councilmember Dannielle Larkin
Councilmember Vardell Curtis
City Manager Adam Lenhard
City Attorney Tani Pack Downing
City Recorder Christina Fernandez

EXCUSED:

Mayor Michele Randall
Councilmember Bryan Smethurst

OPENING:

Mayor Pro Tem Hughes called the meeting to order and welcomed all in attendance. The invocation was offered by Pastor Jimi Kestin and The Pledge of Allegiance to the Flag was led by Councilmember McArthur.

Pastor Jimi Kestin thanked Councilmember Larkin for representing the City at this year's Crop Walk event. He then mentioned the Prayer Over the City event taking place in January.

CONSENT CALENDAR:

a. **Consider approval of an award of bid to Progressive Contracting, Inc. for the Fish Rock Park project.**

b. **Consider approval of an agreement for the conveyance of property for Mall Drive on Parcel SG-5-2-28-4381.**

c. **Consider approval of a Professional Services Agreement with Landmark Testing and Engineering for the geotechnical investigation, construction materials testing, and special inspections services for the Bloomington Hills Irrigation Tank.**

d. **Consider approval of a Professional Services Agreement with MRW Design Associates, Inc. for architecture and design services on the St. George Golf Clubhouse remodel.**

e. **Consider approval of an Airport Rescue Grant for St. George Regional Airport.**

f. **Consider approval of a Memorandum of Understanding between the City of St. George and the Drug Enforcement Administration (DEA) Denver Field Division for an extension of the lease of office space in the Drug Task Force office.**

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g. Consider approval of a request for fee reductions for the Menorah Lighting Celebration in Town Square organized by Chabad Lubavitch of Utah, from November 25, 2021 through January 3, 2022.

h. Consider approval of the minutes from the meetings held on October 21, 2021; October 28, 2021; November 4, 2021 (work meeting); and November 4, 2021 (regular meeting).

MOTION: A motion was made by Councilmember Larkin to approve the consent calendar as presented.
SECOND: The motion was seconded by Councilmember Curtis.
VOTE: Mayor Pro Tem Hughes called for a vote, as follows:

Councilmember Hughes – aye
Councilmember McArthur – aye
Councilmember Larkin – aye
Councilmember Curtis – aye

The vote was unanimous and the motion carried.

PUBLIC HEARING/AMENDMENT TO THE ANNUAL ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM:

Public hearing and consider approval of an amendment to the Program Year 2021 (Fiscal Year 2022) Annual Action Plan (AAP) for the Community Development Block Grant (CDBG) program.

Economic Vitality & Housing Director Shirlayne Quayle stated the 2021 AAP was approved by the Council on June 3, 2021. The proposed amendment to that plan is to remove projects that will not be pursued during the program year and to identify projects that can be pursued. There have been some changes since the agenda packet was posted to the additional labor and materials cost. Sections AP-15, AP-20, and AP-38 are the amended sections of the plan.

Mayor Pro Tem Hughes opened the public hearing. There being no comment, he closed the public hearing.

MOTION: A motion was made by Councilmember Curtis to approve the amendment to the to the Program Year 2021 (Fiscal Year 2022) Annual Action Plan (AAP) for the Community Development Block Grant (CDBG) program.
SECOND: The motion was seconded by Councilmember McArthur.
VOTE: Mayor Pro Tem Hughes called for a vote, as follows:

Councilmember Hughes – aye
Councilmember McArthur – aye
Councilmember Larkin – aye
Councilmember Curtis – aye

The vote was unanimous and the motion carried.

DRAFT

PUBLIC HEARING/ROADWAY AND PUBLIC UTILITY AND DRAINAGE EASEMENT VACATION/ROADWAY DEDICATION PLAT:

Public hearing and consideration of a roadway and public utility and drainage easement vacation for 910 East Circle and a portion of Factory Circle which are located in the Fort Pierce Business Park. Also consider approval of the roadway dedication plat for Fort Pierce Area '6' Street Dedication plat, both of which are depicted and shown on the plat map.

Assistant Public Works Director Wes Jenkins presented the request to vacate 910 East Circle and a portion of Factory Circle, along with their associated public utility and drainage easements, both located in the Fort Pierce Business Park. He showed the roadway dedication plat for the Fort Pierce Area '6' Street Dedication and outlined the proposed vacations. The applicant will need to return with an amended roadway dedication plat as they are proposing a different road layout.

Mayor Pro Tem Hughes opened the public hearing. There being no comment, he closed the public hearing.

MOTION: A motion was made by Councilmember McArthur to approve the roadway and public utility and drainage easement vacation for 910 East Circle and a portion of Factory Circle which are located in the Fort Pierce Business Park.
SECOND: The motion was seconded by Councilmember McArthur.
VOTE: Mayor Pro Tem Hughes called for a vote, as follows:

Councilmember Hughes – aye
Councilmember McArthur – aye
Councilmember Larkin – aye
Councilmember Curtis – aye

The vote was unanimous and the motion carried.

PETITION TO DESIGNATE A LOCAL LANDMARK SITE:

Consider approval of a petition to designate a local landmark site for the Junius and Margaret Ann Barton Home on approximately 0.12 acres located at 179 West 200 North Street to be known as the Junius and Margaret Ann Barton Home. Case No. 2021-HPC-008

Planner Mike Hadley presented the request to designate a local landmark site for the Junius and Margaret Ann Barton Home located at 179 West 200 North. He provided a PowerPoint presentation covering the following topics: Aerial map; Photos of the home in 1950 and 2003; Current photos of the home; Requirements to become a local landmark; and Recommendations from Planning Commission and Historic Preservation Commission.

Councilmember McArthur noted that more homes have come in recently with this type of request. He asked if there is a benefit to making the home a local landmark.

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Mr. Hadley explained benefits include to preserve the architecture and the history of the home.

Community Development Director John Willis added another benefit is that per City code, local landmarks can be granted limited commercial use if a conditional use permit is approved. Most of these applicants are requesting short term rentals.

City Manager Adam Lenhard noted staff feels this ordinance has served its purpose. The Council may want to revisit the ordinance in the future.

Councilmember McArthur stated he likes to preserve homes that should be preserved; however, it feels like the Council is approving a nightly rental. He commented that he would like to look at revising the ordinance.

Councilmember Larkin agreed and commented that she would like to look at the ordinance as well. She noted that these homes are expensive to renovate.

City Manager Adam Lenhard mentioned he would not like to amend the ordinance and then have the homes be torn down because of it. He commented just because a home is old, does not mean that it has historical value.

Community Development Director John Willis explained it important to look at and make sure the application meets the criteria.

Mayor Pro Tem Hughes, agreed with all comments.

Councilmember Curtis asked for clarification regarding the agenda as it states the application is for the Barton Home; however, the background for the item states the home is called the Frederick Blake Home. Mr. Hadley noted that was an error.

MOTION: A motion was made by Councilmember McArthur to approve the petition to designate a local landmark site for the Junius and Margaret Ann Barton Home on approximately 0.12 acres located at 179 West 200 North Street.
SECOND: The motion was seconded by Councilmember Larkin.
VOTE: Mayor Pro Tem Hughes called for a vote, as follows:

Councilmember Hughes – aye
Councilmember McArthur – aye
Councilmember Larkin – aye
Councilmember Curtis – aye

The vote was unanimous and the motion carried.

HILLSIDE DEVELOPMENT PERMIT:

Consider approval of a hillside development permit to allow disturbance of areas in the 20-30%, 30-40% and 40% and above slope areas on

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approximately 16.47 acres generally located at the northwest corner of Blackridge Drive and 250 West Street to be known as Black Ridge Hotel. 2021-HS-008

Assistant Public Works Director Wes Jenkins presented the request for a hillside development permit to allow disturbance of areas in the 20-30%, 30-40% and 40% and above slope areas on approximately 16.47 acres generally located at the northwest corner of Blackridge Drive and 250 West Street to be known as Black Ridge Hotel. He reviewed the following from the staff report: Aerial map; and Original and proposed site maps. A slope analysis was done showing that there were portions exceeding the 20-30%, 30-40%, and exceeding the 40%; however, when the Hillside Review Board visited the site, they determined the site was already completely disturbed.

Councilmember Larkin asked about AGEC report. She noted it says that the fill slopes should be graded by overbuilding.

Mr. Jenkins replied he thinks that means the developer will need to provide additional fill. They will not go further into the slopes that have not been disturbed. He noted there is a large cut on an adjacent parcel to the west that even the hotel may not mitigate. He added there will be a cut at the south end of this property - the Hillside Review Board requested this cut be mitigated as much as possible. Another concern is with the rock line slope that the Board felt needed to be addressed aesthetically. He mentioned that the secant wall sits within the landslide area. The developer has done some additional research on developing and landslides and was required to obtain a third-party review of the landslide study. It was determined that a different factor of safety of 1.3 could be used if they meet certain parameters. Based on this study they can meet the factor of safety of 1.3; therefore, mitigation will not be required. The soil moisture will need to stay in a similar condition as it is currently. Landscaping is recommended to be desert landscaping with minimal watering. They will have a pool with a liner including a drain system. The Hillside Review Board put a condition on landscaping, that it have a monitor on meters showing the amount of water being used. It will have an alarm that will monitor water usage and notify the developer of a possible leak.

Councilmember Larkin noted the AGEC report recommended zero water in the landscaping.

Mr. Jenkins explained AGEC would like no water in the landscaping; however, doing that would not meet the ordinance. It is recommended that they have plants that require minimal water to get started and keeping them alive. AGEC agreed with this recommendation if the alarm is utilized for water usage. He noted that the original plans included lush landscaping.

Councilmember Curtis inquired if there were concerns with water coming from other sources.

Mr. Jenkins explained that one of the concerns is what happens upslope as they cannot control that. He then showed the future road alignment. The developer will

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need to collect water from the road and get it off the site, not only to protect the road, but to protect any development downstream of any runoff.

Councilmember McArthur declared he has a conflict with this item because he was an agent involved in the sale of the property; however, he spoke with the City Attorney who indicated it is okay that he votes on the item. Although he has concerns about hillsides, because this property is already disturbed, he feels what is being proposing will benefit the property. He asked what will be disturbed that is not currently disturbed.

Mr. Jenkins replied not much more will be disturbed as the area is already cut pretty badly.

Councilmember McArthur commented this hotel with the mitigation will be costly. The developer will be concerned and do everything they can to mitigate what they can with how much they are spending.

Councilmember Larkin agreed the proposal will be a good addition to the area. She asked about landslides and the reports from AGEC and the third-party review.

Mr. Jenkins explained that staff met with AGEC who explained the parameters and stated why the 1.3 factor of safety is acceptable, after which staff felt comfortable with the request. He mentioned on the northeast corner, there was an asbestos pipe that was excavated. AGEC has tested 12-15 pits and found ten fragments of asbestos pipe. The environmental expert on the site stated the site is not on the state's registry. They will be required to provide a letter from the state recognizing the property is not an asbestos cell. After being asked by Councilmember Lakin, Mr. Jenkins indicated the developer will be required to have construction observation. A final grading report will be required; this report will indicate compaction tests that were done and will also address any concerns.

Councilmember Larkin asked if staff's recommendation that the site is completely impermeable.

Mr. Jenkins explained they will need to keep the moisture the same as it is right now. The site will need to be monitored for moisture content.

Wayne Rogers with AGEC explained the impermeability factor is already there with the clay soils anyway. He noted the problem with clay soils is that if there is water ponding, it sucks the water down; that is what they want to avoid. Currently, the site is such that it does not drain very well. All of the precautionary measures suggested keeps the risk low that there be an increase in moisture content significant enough to cause the slope to weaken. They will work with the City on the drainage.

ZONE CHANGE/AMEND PLANNED DEVELOPMENT COMMERCIAL ZONE/ORDINANCE: Consider approval of an ordinance amending the Blackridge Commercial Center PD-C (Planned Development Commercial) zone to change the zone from R-1-10 (Single Family Residential) to PD-C (Planned Development

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Commercial) zone on approximately 1.02 acres, and to amend the PD-C (Planned Development Commercial) zone on approximately 17.03 acres for the purpose of constructing a new hotel generally located on the northwest corner of Blackridge Drive and 250 West Street to be known as St. George Hotel Commercial Project. Case No. 2021-ZCA-078

Planner Dan Boles presented the request to amend the Blackridge Commercial Center PD-C zone to change the zone from R-1-10 to PD-C zone on approximately 1.02 acres, and to amend the PD-C zone on approximately 17.03 acres for the purpose of constructing a new hotel generally located on the northwest corner of Blackridge Drive and 250 West Street to be known as St. George Hotel Commercial Project. She provided a PowerPoint presentation covering the following topics: Aerial map; General plan map; Zoning map; Site plan; Parking plan; Pedestrian access; Landscape & buffer plan; Elevations; Renderings; Materials and colors; and Recommendation from the Planning Commission, with conditions. A restaurant is proposed in the hotel; parking will need to include the restaurant.

Councilmember Larkin asked how the developer will get the roadway to tie into the parking and if there will be a southern access.

Assistant Public Works Director Wes Jenkins explained there is only the one access off 250 West. There is a road that could possibly be on the south when the adjacent property to the south is developed.

MOTION: A motion was made by Councilmember Curtis to approve the hillside development permit to allow disturbance of areas in the 20-30%, 30-40% and 40% and above slope areas on approximately 16.47 acres generally located at the northwest corner of Blackridge Drive and 250 West Street to be known as Black Ridge Hotel including all of the mitigation recommendations from the AGEC report.
SECOND: The motion was seconded by Councilmember Larkin.
VOTE: Mayor Pro Tem Hughes called for a vote, as follows:

Councilmember Hughes – aye
Councilmember McArthur – aye
Councilmember Larkin – aye
Councilmember Curtis – aye

The vote was unanimous and the motion carried.

MOTION: A motion was made by Councilmember Larkin to approve the ordinance amending the Blackridge Commercial Center PD-C zone to change the zone from R-1-10 to PD-C zone on approximately 1.02 acres, and to amend the PD-C zone on approximately 17.03 acres for the purpose of constructing a new hotel generally located on the northwest corner of Blackridge Drive and 250 West Street to be known as St. George Hotel Commercial Project adopting all of the recommendations as presented.
SECOND: The motion was seconded by Councilmember Curtis.

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VOTE: Mayor Pro Tem Hughes called for a roll call vote, as follows:

Councilmember Hughes – aye
Councilmember McArthur – aye
Councilmember Larkin – aye
Councilmember Curtis – aye

The vote was unanimous and the motion carried.

AMEND PLANNED DEVELOPMENT COMMERCIAL ZONE/ORDINANCE:
Consider approval of an ordinance amending the Tonaquint Center PD-C (Planned Development Commercial) zone for an office building to be known as Onset Financial Building on approximately 3.11 acres located at southeast corner of Dixie Drive and Silicon Way. Case No. 2021-ZCA-079

Planner Mike Hadley presented the request to amend the Tonaquint Center PD-C zone for an office building to be known as Onset Financial Building on approximately 3.11 acres located at southeast corner of Dixie Drive and Silicon Way. He provided a PowerPoint presentation covering the following topics: Aerial map; General plan map; Zoning map; Site plan; Elevations; and Materials board. He noted that staff has discussed access to the trail; he suggested a condition of approval be that access is granted to the City on the north end on lot 2 to access the trail.

MOTION: A motion was made by Councilmember McArthur to approve the ordinance amending the Tonaquint Center PD-C zone for an office building to be known as Onset Financial Building on approximately 3.11 acres located at southeast corner of Dixie Drive and Silicon Way with the condition that the applicant provide an access for the City's trail system.
SECOND: The motion was seconded by Councilmember Curtis.
VOTE: Mayor Pro Tem Hughes called for a roll call vote, as follows:

Councilmember Hughes – aye
Councilmember McArthur – aye
Councilmember Larkin – aye
Councilmember Curtis – aye

The vote was unanimous and the motion carried.

ZONE CHANGE/ORDINANCE:
Consider approval of an ordinance changing the zone from R-1-10 (Residential, Single Family, 10,000 sq ft minimum lot size) to R-1-8 (Residential, Single Family, 8,000 sq ft minimum lot size) on approximately 35.65 acres located approximately 1,200 feet southwest of Gap Canyon Parkway to be known as Divario Planning Area 4. Case No. 2021-ZC-077

Planner Dan Boles presented the request to change the zone from R-1-10 to R-1-8 on approximately 35.65 acres located approximately 1,200 feet southwest of Gap Canyon Parkway to be known as Divario Planning Area 4. He provided a PowerPoint

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presentation covering the following topics: Aerial map; Land use map; Zoning map; and Divario master plan. The Planning Commission recommended approval.

After being asked by Councilmember McArthur, Mr. Boles explained this is the lowest density they can have per the development agreement. There is not a unit count guaranteed on this site; just on the overall Divario Master Plan.

MOTION: A motion was made by Councilmember Curtis to approve the ordinance changing the zone from R-1-10 to R-1-8 on approximately 35.65 acres located approximately 1,200 feet southwest of Gap Canyon Parkway to be known as Divario Planning Area 4.

Mayor Pro Tem Hughes asked the Council what their concerns are.

Councilmember McArthur commented he is concerned that the developer can choose between R-1-10 and R-1-8; however, if there is so much density in this area. If a unit count is not required on this project, he would like to see something less dense.

Councilmember Larkin, agreed.

Mr. Boles stated the density is less than four units per acre which complies with the Divario Master Plan.

City Manager Adam Lenhard explained, based on the approved Divario Master Plan and the approved planning areas, the proposal would comply with what has already been approved.

SECOND: The motion was seconded by Councilmember Hughes.
VOTE: Mayor Pro Tem Hughes called for a roll call vote, as follows:

Councilmember Hughes – aye
Councilmember McArthur – aye
Councilmember Larkin – aye
Councilmember Curtis – aye

The vote was unanimous and the motion carried.

PRELIMINARY PLAT:

Consider approval of the preliminary plat for Velino Crossing at Divario (PA-5), a 67-lot residential subdivision located along the extension of Divario Canyon Drive, south of the future intersection of Divario Canyon Drive and Alienta Drive within the Divario development.

Assistant Public Works Director Wes Jenkins presented the preliminary plat for Velino Crossing at Divario (PA-5), a 67-lot residential subdivision located along the extension of Divario Canyon Drive, south of the future intersection of Divario Canyon Drive and Alienta Drive within the Divario development. He showed the property on an aerial map and outlined the preliminary plat. There is an agreement between the City and Divario regarding setbacks. In reviewing the property, it appears to be

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closer than 50' to the ridgeline. He talked to Mark Teepen who asked the preliminary plat be approved with the condition he works with staff to establish the 50' setback. If necessary, he can shrink some of the lots to meet the setback. Staff will require Mr. Teepen to stake what he considers to be the cliff line setback so staff can review. He showed the future trails on the map and noted he will speak with Parks staff to discuss the pedestrian crossing.

Mark Teepen with Divario noted he spoke with Cimmaron Chacon regarding the trail. They will eliminate portions of the Zen Trail; however, their intention is to keep access to the trail. After being asked by Councilmember McArthur, Mr. Teepen explained why one side has the 100' setback while the other has a 50' setback.

MOTION: A motion was made by Councilmember Curtis to approve the preliminary plat for Velino Crossing at Divario a 67-lot residential subdivision located along the extension of Divario Canyon Drive**,** south of the future intersection of Divario Canyon Drive and Alienta Drive within the Divario development with the condition that the Zen Trail is continued along the setback and to have the developer work with staff to establish the 50' setback.

SECOND: The motion was seconded by Councilmember Larkin.

Mr. Jenkins added staff will make the Zen Trail improvements a requirement a part of the subdivision improvements.

VOTE: Mayor Pro Tem Hughes called for a vote, as follows:

Councilmember Hughes – aye
Councilmember McArthur – aye
Councilmember Larkin – aye
Councilmember Curtis – aye

The vote was unanimous and the motion carried.

PRELIMINARY PLAT:

Consider approval of the preliminary plat for Rim Rock Commercial Center Office Condominium, a 3-lot commercial subdivision located at 234 South 1470 East.

Assistant Public Works Director Wes Jenkins presented the preliminary plat for Rim Rock Commercial Center Office Condominium, a 3-lot commercial subdivision located at 234 South 1470 East. He showed the property on an aerial map and outlined the preliminary plat.

MOTION: A motion was made by Councilmember McArthur to approve preliminary plat for Rim Rock Commercial Center Office Condominium, a 3-lot commercial subdivision located at 234 South 1470 East.

SECOND: The motion was seconded by Councilmember Larkin.

VOTE: Mayor Pro Tem Hughes called for a vote, as follows:

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Councilmember Hughes – aye
Councilmember McArthur – aye
Councilmember Larkin – aye
Councilmember Curtis – aye

The vote was unanimous and the motion carried.

PRELIMINARY PLAT:

Consider approval of the preliminary plat for River Crossing phase 1, an 8-lot subdivision located at the southeast intersection of 1450 South and River Road.

Assistant Public Works Director Wes Jenkins presented the preliminary plat for River Crossing phase 1, an 8-lot subdivision located at the southeast intersection of 1450 South and River Road. He showed the property on an aerial map and outlined the preliminary plat. There is a 27" sewer main line on the site that they will need to relocate and put through their site. The Wastewater Department will work with the developer to make sure the line stays in the parking area. As the property is located within the erosion hazard boundary, a study will be required. Additionally, the property is located within the 100-year floodplain; therefore, each lot will be required to provide an elevation certificate. A traffic study was performed some years ago, establishing the access locations. The original traffic study indicated a traffic signal may be warranted at this location. The developer will need to work with staff to determine how much of the cost of the traffic signal they will be responsible to participate in. After being asked by Councilmember Larkin, Mr. Jenkins outlined the access points. Councilmember Larkin noted the plat does not coincide with what Mr. Jenkins is outlining. Mr. Jenkins agreed and suggested a condition of approval be to make sure the access points meet the requirements of the traffic study that was done.

City Manager Adam Lenhard left the meeting during Mr. Jenkins' presentation.

After being asked by Mayor Pro Tem Hughes, Planner Dan Boles noted there was a drive thru approved on pad F.

MOTION: A motion was made by Councilmember Larkin to approve the preliminary plat for River Crossing phase 1, an 8-lot subdivision located at the southeast intersection of 1450 South and River Road with the condition that the traffic study be reviewed for the first exit off 1450 South to decide whether it should be a right in, right out.
SECOND: The motion was seconded by Councilmember Curtis.
VOTE: Mayor Pro Tem Hughes called for a vote, as follows:

Councilmember Hughes – aye
Councilmember McArthur – aye
Councilmember Larkin – aye
Councilmember Curtis – aye

The vote was unanimous and the motion carried.

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PRELIMINARY PLAT:

Consider approval of the preliminary plat for South Desert PD, a 142-lot residential subdivision located within the Southern Hills East development north of White Dome Drive and west of the future extension of Southern Hills Parkway (3000 East).

Assistant Public Works Director Wes Jenkins presented the preliminary plat for South Desert PD, a 142-lot residential subdivision located within the Southern Hills East development north of White Dome Drive and west of the future extension of Southern Hills Parkway (3000 East). He showed the property on an aerial map and outlined the preliminary plat. A condition of approval should include a second access to the site be provided prior to the final phase being recorded. He mentioned a change to the preliminary plat from the one provided in the original packet, there is not a road connecting the two developments at the south end of this parcel; however, staff has requested they provide a road in that area. He spoke about the width of the road on the east side of the subdivision. After being asked by Councilmember McArthur, Mr. Jenkins spoke about the length of the driveways, driveway setbacks, and internal roads. He then spoke about the proposed curb and gutter for this project.

Councilmember McArthur commented that attainable housing is needed; however, when the developer came in about a year ago, a discussion took place regarding density. To him, the plat feels like the same as before – too dense; no changes are being made, just getting as much density as a development can.

Community Development Director John Willis noted the Council saw this item and tabled the request and then discussed the proposal at work meeting. One of the items staff is working on is the general plan, creating policies that would support modifying ordinances to require different product types not only within a development, but on the same community. This request is for the subdivision; the Council has already approved a Planned Development for this project.

Mr. Jenkins outlined the adjacent zones and noted what types of units he anticipates for this area in the future.

MOTION: A motion was made by Councilmember Larkin the preliminary plat for South Desert PD, a 142-lot residential subdivision located within the Southern Hills East development north of White Dome Drive and west of the future extension of Southern Hills Parkway (3000 East) incorporating the second access that was presented.
SECOND: The motion was seconded by Councilmember Curtis.
VOTE: Mayor Pro Tem Hughes called for a vote, as follows:

Councilmember Hughes – aye
Councilmember McArthur – nay
Councilmember Larkin – aye
Councilmember Curtis – aye

The motion carried.

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PRELIMINARY PLAT:

Consider approval of the preliminary plat for The Cove at Desert Color Lot 501, a 16-lot residential subdivision located within the Desert Color planned development along Lagoon Parkway.

Assistant Public Works Director Wes Jenkins presented the preliminary plat for The Cove at Desert Color Lot 501, a 16-lot residential subdivision located within the Desert Color planned development along Lagoon Parkway. He showed and outlined the preliminary plat.

MOTION: A motion was made by Councilmember Curtis to approve the preliminary plat for The Cove at Desert Color Lot 501, a 16-lot residential subdivision located within the Desert Color planned development along Lagoon Parkway.
SECOND: The motion was seconded by Councilmember Larkin.
VOTE: Mayor Pro Tem Hughes called for a vote, as follows:

Councilmember Hughes – aye
Councilmember McArthur – aye
Councilmember Larkin – aye
Councilmember Curtis – aye

The vote was unanimous and the motion carried.

PRELIMINARY PLAT:

Consider approval of the preliminary plat for The Park at Temple View, a 14-lot residential subdivision located at the southeast corner of the intersection of 1450 South and 3000 East.

Assistant Public Works Director Wes Jenkins presented the preliminary plat for The Park at Temple View, a 14-lot residential subdivision located at the southeast corner of the intersection of 1450 South and 3000 East. He noted the name of the development may change as it is similar to a development to the north. He then showed the property on an aerial map and outlined the preliminary plat. The development will have double fronting lots that will require a privacy wall and landscape strip. They will be required to create an HOA to maintain the landscape strips or will need to request the City to take them. He spoke about the road to the far east and driveway access in the middle of the subdivision.

Applicant Rollin Johnson spoke about what they are calling the boulevard (the driveway access in the middle), it will be maintained by the Temple group. They are working on an MOU with the City.

MOTION: A motion was made by Councilmember McArthur to approve the preliminary plat for The Park at Temple View, a 14-lot residential subdivision located at the southeast corner of the intersection of 1450 South and 3000 East.
SECOND: The motion was seconded by Councilmember Larkin.
VOTE: Mayor Pro Tem Hughes called for a vote, as follows:

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Councilmember Hughes – aye
Councilmember McArthur – aye
Councilmember Larkin – aye
Councilmember Curtis – aye

The vote was unanimous and the motion carried.

AMEND TITLE 10, CHAPTER 13A OF CITY CODE/ORDINANCE:

Consider approval of an ordinance amending Title 10, Chapter 13A of City code as it pertains to certain public streets in the hillside overlay zone.

Planner Dan Boles presented the request to amend Title 10, Chapter 13A of City code as it pertains to certain public streets in the hillside overlay zone. He provided a PowerPoint presentation covering the following topics: Proposed language; and Planning Commission recommendation – they recommended #3 be stricken. Staff recommends #3 remains in the ordinance.

After being asked by Mayor Pro Tem Hughes and Councilmembers Larkin and McArthur, Community Development Director John Willis explained that the Council works within a certain window and staff has to make sure the ordinance is in line with what the Council is able to do. This amendment would give the Council the ability to review certain public streets as part of a hillside permit.

Councilmember McArthur commented he thinks the ordinance is being changed to be able to reroute Tech Ridge Drive.

Mr. Willis noted that there are some applications and Tech Ridge could be one of them.

Councilmember McArthur stated he would like to discuss the topic in detail before changing the ordinance.

Mayor Pro Tem Hughes agreed. He asked if the ordinance passes, would the Council no longer see some requests.

Community Development Director John Willis explained the Council would still review the requests as part of a hillside permit request.

Councilmember McArthur commented that he feels like this amendment is being done in reverse. He is surprised it is coming before the Council without the details.

Mr. Willis explained the language would allow the Council to look at and apply the proposed standards when considering a hillside permit. If the proposed language is not in the ordinance and a request violates the ordinance, an applicant could not come if for approval as it does not meet the current code.

Councilmember Larkin commented if roads are currently failing, this is an opportunity for the Council to review these roads and find a solution.

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Mayor Pro Tem Hughes commented that the Council typically discusses this type of item in a work meeting before a request to approve. He would like to see this discussed further.

Councilmember McArthur agreed.

Mayor Pro Tem Hughes recommended a motion to table the item; however, there are options for the Council to approve or deny the request also.

Councilmember Larkin noted staff understands there are failing roads. This amendment gives the Council to discuss these roads, currently, there is nothing in code to allow the Council to do that.

The Council briefly discussed their options for this item.

Mr. Willis stated staff does not look at specific properties or project when drafting ordinances, it is intended to apply to all projects.

MOTION: A motion was made by Councilmember McArthur to table the item.
SECOND: The motion was seconded by Councilmember Curtis.
VOTE: Mayor Pro Tem Hughes called for a vote, as follows:

Councilmember Hughes – aye
Councilmember McArthur – aye
Councilmember Larkin – nay
Councilmember Curtis – aye

The vote was unanimous and the motion carried.

REPORTS FROM MAYOR, COUNCILMEMBERS, AND CITY MANAGER:

Councilmember Larkin reported on the mural unveiling taking place this weekend.

ADJOURN:

MOTION: A motion was made by Councilmember Curtis to adjourn.
SECOND: The motion was seconded by Councilmember McArthur.
VOTE: Mayor Pro Tem Hughes called for a vote, as follows:

Councilmember Hughes – aye
Councilmember McArthur – aye
Councilmember Larkin – aye
Councilmember Curtis – aye

The vote was unanimous and the motion carried.

_____
Christina Fernandez, City Recorder

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ST. GEORGE CITY COUNCIL MINUTES
REGULAR MEETING
DECEMBER 2, 2021 5:00 P.M.
CITY COUNCIL CHAMBERS

PRESENT:

Mayor Michele Randall
Councilmember Jimmie Hughes
Councilmember Bryan Smethurst
Councilmember Gregg McArthur
Councilmember Dannielle Larkin
Councilmember Vardell Curtis
Assistant City Manager Deanna Brklacich
City Attorney Tani Pack Downing
City Recorder Christina Fernandez

OPENING:

Mayor Randall called the meeting to order and welcomed all in attendance. The invocation was offered by David Case from The Church of Jesus Christ of Latter-day Saints and The Pledge of Allegiance to the Flag was led by Scouts.

Assistant City Manager Deanna Brklacich stated item 10 will be tabled until the December 16th meeting.

CONSENT CALENDAR:

a. **Consider award of bid to Skyline Creations Inc. for lead and asbestos abatement project.**

b. **Consider award of bid to Skyline Creations Inc. for the removal and replacement of flooring at the St. George Recreation Center.**

c. **Consider approval of a Commercial Operating Agreement with West Air for small package delivery services at the St. George Regional Airport.**

d. **Consider approval of a Commercial Operating Agreement with Alpine Air Express for small package delivery services at the St. George Regional Airport.**

e. **Consider approval of a request for a fee reduction for the annual Arts to Zion | Art & Studio TOUR held throughout St. George and Southern Utah January 13-17, 2022, as well as a variance for signage.**

f. **Consider approval of a fee waiver for Red Cliffs Bird Fest on April 30, 2022.**

Councilmembers McArthur and Larkin noted the Arts to Zion and Red Cliffs Bird Fest events.

MOTION: A motion was made by Councilmember McArthur to approve the consent calendar.
SECOND: The motion was seconded by Councilmember Smethurst.
VOTE: Mayor Randall called for a vote, as follows:

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Councilmember Hughes – aye
Councilmember Smethurst – aye
Councilmember McArthur – aye
Councilmember Larkin – aye
Councilmember Curtis – aye

The vote was unanimous and the motion carried.

AMEND TITLE 10, CHAPTER 13A OF CITY CODE/ORDINANCE:

Consider approval of an ordinance amending Title 10 Chapter 13A of city code as it pertains to certain public streets in the hillside overlay zone.

Planner Dan Boles presented the request to approve an ordinance amending Title 10 Chapter 13A of city code as it pertains to certain public streets in the hillside overlay zone. He provided a PowerPoint presentation covering the following topics: Proposed language; and Planning Commission recommendation. The Planning Commission recommended striking #3; however, staff would like to keep the language.

Mayor Randall noted this item was discussed at the work meeting prior to this regular meeting.

Councilmember McArthur commented he believes #3 should be left in. On #6, he would like language to say that the aesthetics are approved by the Council.

Mr. Boles stated staff can work on the language.

MOTION: A motion was made by Councilmember McArthur to approve the ordinance amending Title 10 Chapter 13A of city code as it pertains to certain public streets in the hillside overlay zone.
SECOND: The motion was seconded by Councilmember Larkin.
VOTE: Mayor Randall called for a roll call vote, as follows:

Councilmember Hughes – aye
Councilmember Smethurst – aye
Councilmember McArthur – aye
Councilmember Larkin – aye
Councilmember Curtis – aye

The vote was unanimous and the motion carried.

AMEND PLANNED DEVELOPMENT COMMERCIAL ZONE/ORDINANCE:

Consider approval of an ordinance amending the Boulder Creek Commons (River Crossing Phase One) PD-C (Planned Development Commercial) zone for phase one of the proposed commercial development to be known as River Crossing Phase One on approximately 12.02 acres located on the southeast corner of River Road and 1450 South. Case No. 2021-ZCA-081

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Planner Dan Boles presented he request to amend the Boulder Creek Commons PD-C (River Crossing Phase One) zone for phase one of the proposed commercial development to be known as River Crossing Phase One on approximately 12.02 acres located on the southeast corner of River Road and 1450 South. He provided a PowerPoint presentation covering the following topics: Aerial map; Land use map; Zoning map; Site plan; Site plan (after Planning Commission meeting); Conceptual landscape plan; Conceptual landscape plan (after Planning Commission meeting); Building C; Building D (West); Building D (East); Building E; Building F; Building G; Approved use table; Site photos; and Materials board. Parking is adequate; however, the Planning Commission was concerned with how the stacking would work. When the request came before the Council to remove the limit of drive thrus earlier this year, the Council wanted to make sure there is plenty of room for stacking; therefore, there is a requirement for stacking of five (5) vehicles for each drive thru. Staff has reviewed the plans and made sure that requirement is being met. The Planning Commission asked that the applicant provide an exhibit showing the stacking will be met, he showed the exhibit. Additionally, the Planning Commission was concerned with the two entry ways between buildings G and H; therefore, the applicant has removed one of these entry ways to allow for additional stacking for buildings G and H. Another change made at the Planning Commission's suggestion is that the entry point at the southwest corner of the property be constructed with Phase 1. After being asked by Councilmember Larkin, Mr. Boles noted buildings E and F will face 1450 South.

Jason Brice, architect for the project, explained they were careful to keep the sides of the buildings facing the streets aesthetically pleasing. Building F is a great example of how the building will look from the front of the building as well as from the street.

Mr. Boles explained that most nearby residents are okay with the project. The developer has worked with those that had concerns. After being asked by Councilmember McArthur, Mr. Boles spoke about double stacking. Staff is comfortable with the proposed stacking.

Councilmember McArthur commented he is concerned that stacking for this project will be similar to that of Red Rock Commons.

Mayor Randall stated she has spoken with the developer; they do not want to have issues with stacking.

MOTION: A motion was made by Councilmember Curtis to approve the ordinance amending the Boulder Creek Commons (River Crossing Phase One) PD-C zone for phase one of the proposed commercial development to be known as River Crossing Phase One on approximately 12.02 acres located on the southeast corner of River Road and 1450 South with the conditions from the Planning Commission that 1) The southernmost entry point is included in phase 1; 2) There is adequate stacking; and 3) The entry points between buildings G and H is reduced to one (1).

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SECOND: The motion was seconded by Councilmember Larkin.
VOTE: Mayor Randall called for a roll call vote, as follows:

Councilmember Hughes – aye
Councilmember Smethurst – aye
Councilmember McArthur – aye
Councilmember Larkin – aye
Councilmember Curtis – aye

The vote was unanimous and the motion carried.

AMEND ATKINVILLE INTERCHANGE AREA COMMERCIAL ZONE/ORDINANCE: Consider approval of an ordinance amending the Atkinville Interchange Area Commercial zone for a conceptual site plan, elevations, and colors and materials to be known as SunRiver Patio Furniture on approximately 5.06 acres located south of Nighthawk Drive, west of Pioneer Road and east of Sand Piper Drive. Case No. 2021-ZCA-062

Planner Carol Davidson presented the request to amend the Atkinville Interchange Area Commercial zone for a conceptual site plan, elevations, and colors and materials to be known as SunRiver Patio Furniture on approximately 5.06 acres located south of Nighthawk Drive, west of Pioneer Road and east of Sand Piper Drive. She provided a PowerPoint presentation covering the following topics: Aerial map; General plan map; Zoning map; Atkinville Interchange Area zone plan; Site plan; Parking requirements; Traffic improvements; Pedestrian circulation, bike parking electronic, vehicle charging station; Landscape requirements; Buffer requirements; Lighting requirements; Elevations; and Planning Commission recommendation. After being asked by Councilmember Larkin, Ms. Davidson spoke about the architecture facing Sand Piper Drive.

Applicant Collins Stuart stated that he has met with the residents on three (3) occasions.

Mayor Randall noted the Council visited the site. She explained SunRiver residents are concerned with access on Sand Piper after which she mentioned that the residents have formed a committee. This committee has been really production and understands the topography and that Mr. Stuart needs an entrance off of Sand Piper for trucks. Other concerns were regarding trash pickup, deliver times, and lighting.

Mr. Stuart explained the committee the residents formed has been helpful. Although there are a lot of different opinions, residents are concerned about safety. He noted that elevations are extremely unique on this property. In the end, his goal is to see that traffic turns right when exiting the property. Residents want to avoid traffic heading south to Sand Piper, moving to the direction of the neighborhood; he agreed. He will install signage to keep traffic from heading south on Sand Piper. Regarding hours for deliveries, he will control the hours as to not to disturbing the residents. Additionally, he will limit trash pick up to the hours of 8:00 a.m. to 5:00 p.m.

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Councilmember Larkin noted another of the concerns from the residents is that people would use the back access when the rest of the area is developed. She asked about installing a gate so that the only access is commercial access.

Mr. Stuart stated that he has not spoken to the residents about limiting this access to commercial use. He indicated that the entrance from Sand Piper is not visible as someone enters the property. He has spent a lot of time thinking about the access; he uses the same scenario at his other stores. Both of them have access points from the rear of the building; however, he utilizes the entrance and exit points from the main road as it is visible. They are making sure to share access points with the property to the south. As the property is developed, the idea is to make the property the most appealing, attractive, visible, and safest to enter the property.

Mayor Randall asked if the Planning Commission approved hours of deliver and trash pickup, etc. Ms. Davidson stated they did not. Mayor Randall indicated she was told by the committee that they are okay with the hours of delivery being between 7:00 a.m. to 6:30 p.m. except for in the hotter months (June, July, August, and September) which will be from 6:30 a.m. to 6:30 p.m. and trash pickup between 8:00 a.m. and 6:00 p.m. Mr. Stuart agreed with those hours.

After being asked by Councilmember Curtis, Mr. Stuart stated if there is a problem, residents could call him. He is currently working with the residents regarding the height of the wall.

Ms. Davidson noted the maximum wall height is 6'4".

Councilmember McArthur commented the Council has received more input on this item and this project than any other project this year. The Council has discussed this request, visited the property, and heard the concerns from the residents. He thanked Mr. Stuart for working with the residents.

MOTION: A motion was made by Councilmember Curtis to approve the ordinance amending the Atkinville Interchange Area Commercial zone for a conceptual site plan, elevations, and colors and materials to be known as SunRiver Patio Furniture on approximately 5.06 acres located south of Nighthawk Drive, west of Pioneer Road and east of Sand Piper Drive with the stipulations discussed tonight with regard to hours of operation in terms of trash removal, delivery services, and all other considerations including the right turn only out of the property.
SECOND: The motion was seconded by Councilmember Smethurst.
VOTE: Mayor Randall called for a roll call vote, as follows:

Councilmember Hughes – aye
Councilmember Smethurst – aye
Councilmember McArthur – aye
Councilmember Larkin – aye
Councilmember Curtis – aye

DRAFT

The vote was unanimous and the motion carried.

ZONE CHANGE/ORDINANCE:

Consider approval of an ordinance changing the zone from A-1 (Agriculture) to R-1-8 (Single Family Residential) on approximately 15.647 acres located at 3000 South 3500 East to be known as Red Pine R-1-8. Case No. 2021-ZC-080

Planner Mike Hadley presented the request to change the zone from A-1 to R-1-8 on approximately 15.647 acres located at 3000 South 3500 East to be known as Red Pine R-1-8. He provided a PowerPoint presentation covering the following topics: Aerial map; General plan map; Zoning map; and Site plan map.

MOTION: A motion was made by Councilmember Smethurst to approve the ordinance changing the zone from A-1 to R-1-8 on approximately 15.647 acres located at 3000 South 3500 East to be known as Red Pine R-1-8.
SECOND: The motion was seconded by Councilmember Larkin.
VOTE: Mayor Randall called for a roll call vote, as follows:

Councilmember Hughes – aye
Councilmember Smethurst – aye
Councilmember McArthur – aye
Councilmember Larkin – aye
Councilmember Curtis – aye

The vote was unanimous and the motion carried.

ZONE CHANGE/ORDINANCE:

Consider approval of an ordinance changing the zone from C-3 (General Commercial) and R-1-10 (Single Family Residential) to PD-C (Planned Development Commercial) on approximately 15 acres located east of 3050 East Street, north of 750 North to be known as Zion Regional Medical Center. Case No. 2021-ZC-076

Planner Carol Davidson presented the request to change the zone from C-3 and R-1-10 to PD-C on approximately 15 acres located east of 3050 East Street, north of 750 North to be known as Zion Regional Medical Center. She provided a PowerPoint presentation covering the following topics: Aerial map; General plan map; Zoning map; Area concept plan; Site plan; Hospital; Future medical office; Traffic and utilities; Parking; Use list; Landscaping – buffer – pedestrian routes – EVCS conduit – bike parking; Elevations; Renderings; Materials board; and Recommendation from the Planning Commission. She noted the map included in the packet has been updated to amend the access between Walmart and Home Depot; she provided a new map. There is no power supplied to the property currently; therefore, Ms. Davidson suggested approval include a condition that no building permit for vertical structures will be issued until the substation is complete and all necessary easements

are in place for the substation. It is anticipated that the substation will be complete in approximately a year and a half after the Energy Services Department gets the okay to build. Staff has discussed this issue with the applicant.

Councilmember McArthur noted his biggest concern is regarding traffic. He asked Public Works Director Cameron Cutler to speak about the access to the north. The City Manager from Washington City approached him and stated it is crucial to have the road through the Walmart and Home Depot. He wants to make sure both St. George and Washington City are happy with the ingress/egress.

Public Works Director Cameron Cutler outlined the traffic movement to the north. He noted there is a lot of traffic at 3050 East and Telegraph. The proposed driveway to the west, going to 850 North helps with the left turn movement coming out of Walmart, greatly improves the intersection. When the MPO modeled this driveway, they estimated about 2,500 cars daily. This is not a high number when comparing the numbers to a through movement. Washington City will still need to obtain the right of way on the Home Depot site. He noted that Mr. Sandberg owns a lot of the property to the east and does not want a roadway going through his property. He then spoke about future proposed roads in the area, including the proposed interchange 11. After being asked by Councilmember McArthur and Larkin, Mr. Cutler spoke about the north ingress/egress and how it will impact the parking in this area.

Councilmember Larkin noted people try to avoid the Green Springs intersection. She is concerned that drivers turn left onto 850 North and traffic gets backed up; she asked if a round-a-bout would help. Public Works Director Cameron Cutler noted 2,500 cars is not much on a regular road. For example, Indian Hills Road has about 7,500 cars per day. He indicated that a round-a-bout was not modeled, but he could have that done.

Brian Hales, a traffic engineer for the project, stated the queue length for the intersection is 275 feet for the right turn pocket. They have added a lot of elements and are looking at a future signal to the south to help traffic flow out of the development.

Developer Jared Cox stated they only heard about the substation condition a couple of hours ago. They have always known about the substation would be required for this area, but this is the first they heard the building permit would not be issued until the substation is complete. Their construction duration will be about eighteen months and the substation would be about eighteen months. They envisioned there would be an overlap period so the substation would be completed prior to the hospital being completed. Waiting eighteen months to be allowed to go vertical would crush their opportunity to put the hospital on the site. They would be open to the Certificate of Occupancy being held up, but not the building permit. Mr. Cox commented they can work on getting temporary power during construction. By not having the ability to move the project forward on the construction makes the project not feasible for them.

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Garrett Goff, representative for the Sandberg property, agreed with Mr. Cox. They envisioned the building of the substation would run concurrent with the hospital. This condition would squash the hospital build.

Ms. Davidson noted the Energy Services Department suggested the condition as they were concerned that there is no power to the property currently.

Community Development Director John Willis explained staff needs to make sure the substation is under construction and to work with the applicant to obtain the property. Staff is concerned with a multibillion-dollar project being built without having power. Staff feels holding up the building permit until the substation is built is the best option.

Mr. Goff noted they have been working with staff regarding selling the southeastern portion of the property.

Assistant City Manager Deanna Brklacich commented Energy Services Director Laurie Mangum indicated that her department could provide temporary power and allow them to obtain the building permit as long as the Certificate of Occupancy is not issued until the substation is officially energized.

Government Affairs Director Shawn Guzman explained based on staff's previous experience, it would be very difficult to wait until the Certificate of Occupancy stage. He indicated that staff could keep the project moving with the grading done while working on acquiring the substation site and easement. He believes the acquisitions can be done in a timely manner and still be done in a way to allow the developer to get their building permit on time. It would be better for staff to go along with the first proposal of holding off on issuing the building permit. He made a commitment that if the City is far enough along with the building of the substation, he would be flexible with the time frame for issuing a building permit for this project. There is a lot of work the developer needs to do on the property prior to going vertical. The developer and staff can work on the project as a team without putting the burden on staff if the substation is not complete at the time of the Certificate of Occupancy.

Mr. Cox commented there is no doubt there will be a lot of work on getting the substation in place as quickly as possible. He noted they are looking to have the building permits in June and only found out about the proposed condition at 3:30 this afternoon. He is really concerned that they cannot get the building permit until the substation is complete.

Mayor Randall asked if Mr. Cox if he would prefer the item be tabled so he and staff could speak with Energy Services Director Laurie Mangun.

Mr. Cox explained if the Council is going to put the condition staff is suggesting, the project will not work. If the Council would table the item and have further discussion, it may work. He looks forward to having a more productive conservation.

DRAFT

Councilmember Hughes commented what he is hearing is that staff will do everything they can to see that Mr. Cox can obtain a building permit in June knowing there may still be some conditions.

A discussion took place regarding the proposed condition regarding the substation and whether or not to table the item.

Government Affairs Director Shawn Guzman clarified staff is not opposed to starting the plan review because that will take a while to be done. What staff is saying is that if the City can get the substation site within the next month and easement for the powerlines; staff can begin the process of purchasing the equipment and getting ready to go with the substation and at the same time, keep the developer on this protect moving. Staff will do everything they can to see that both projects are done concurrently. He believes staff can work out the issues in a way that makes everyone involved more comfortable.

MOTION: A motion was made by Councilmember Hughes to table the item until December 16th.
SECOND: The motion was seconded by Councilmember Larkin.
VOTE: Mayor Randall called for a vote, as follows:

Councilmember Hughes – aye
Councilmember Smethurst – aye
Councilmember McArthur – aye
Councilmember Larkin – aye
Councilmember Curtis – aye

The vote was unanimous and the motion carried.

ZONE CHANGE/ORDINANCE:

Consider approval of an ordinance changing the zone from C-3 (General Commercial), M-1 (Manufacturing), and R-1-10 (Single Family Residential) to PD-C (Planned Development Commercial) on approximately 26.99 acres located east of 3050 East Street, north of 750 North Street to be known as St. George White Hills Development. Case No. 2021-ZC-074

Planner Carol Davidson presented the request to change the zone from C-3, M-1, and R-1-10 to PD-C on approximately 26.99 acres located east of 3050 East Street, north of 750 North Street to be known as St. George White Hills Development. She provided a PowerPoint presentation covering the following topics: Aerial map; General plan map; Zoning map; Conceptual plan; Conceptual site plan; Conceptual site plan with hospital; Use list; Recommendation from the Planning Commission; and Additional recommendations from staff. Ms. Davidson mentioned staff would like to add the same condition that no building permits for this property be issued until the condition of the substation.

Councilmember McArthur left the meeting during Ms. Davidson's presentation.

DRAFT

Applicant Mr. Goff asked that this item be tabled as well.

MOTION: A motion was made by Councilmember Curtis to table the item until December 16th.
SECOND: The motion was seconded by Councilmember Larkin.
VOTE: Mayor Randall called for a roll call vote, as follows:

Councilmember Hughes – aye
Councilmember Smethurst – aye
Councilmember Larkin – aye
Councilmember Curtis – aye

The vote was unanimous and the motion carried.

GENERAL PLAN AMENDMENT/ORDINANCE:

Consider approval of an ordinance changing the general plan future land-use map from COM (Commercial) and IND (Industrial) to MDR (Medium Density Residential), HDR (High Density Residential), and PF (Public Facility) on approximately 53 acres located east of 3050 East Street and north of 750 North Street to be known as St. George White Hills Development. Case No. 2021-GPA-012

Planner Carol Davidson presented the request to change the general plan future land-use map from COM and IND to MDR, HDR, and PF on approximately 53 acres located east of 3050 East Street and north of 750 North Street to be known as St. George White Hills Development. She provided a PowerPoint presentation covering the following topics: Aerial map; City property; Zoning map; General plan map; Existing general plan map vs. proposed general plan map; Conceptual plan; and Recommendation from the Planning Commission. After being asked by Councilmember Larkin, Ms. Davidson showed where the helipad will be located and noted a buffer will be required. The hospital is expected to be complete prior to the residential; therefore, residents will be aware there is a helipad in the area.

Mr. Goff noted the mixed density residential will not be developed for some time. Staff wanted the developer to come in with a overall plan which they did a.

MOTION: A motion was made by Councilmember Larkin to approve the ordinance changing the general plan future land-use map from COM and IND to MDR, HDR, and PF on approximately 53 acres located east of 3050 East Street and north of 750 North Street to be known as St. George White Hills Development.
SECOND: The motion was seconded by Councilmember Smethurst.
VOTE: Mayor Randall called for a roll call vote, as follows:

Councilmember Hughes – aye
Councilmember Smethurst – aye

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Councilmember Larkin – aye
Councilmember Curtis – aye

The vote was unanimous and the motion carried.

PRELIMINARY PLAT:

Consider approval of the preliminary plat for Brooks Subdivision, a 3-lot residential subdivision located at the southwest corner of the intersection of 100 South and 300 West.

Assistant Public Works Director Wes Jenkins presented the preliminary plat for Brooks Subdivision, a 3-lot residential subdivision located at the southwest corner of the intersection of 100 South and 300 West. He showed and outlined the preliminary plat. Staff has been working with the owner to remove some curb and gutter that is outdated. There are four (4) trees on the site; they will need to remain unless the developer goes to the Shade Tree Board for approval to remove them. Another condition is that a turnaround for public safety vehicles is provided; the applicant is comfortable with the condition.

MOTION: A motion was made by Councilmember Smethurst to approve the preliminary plat for Brooks Subdivision.
SECOND: The motion was seconded by Councilmember Larkin.
VOTE: Mayor Randall called for a vote, as follows:

Councilmember Hughes – aye
Councilmember Smethurst – aye
Councilmember Larkin – aye
Councilmember Curtis – aye

The vote was unanimous and the motion carried.

PRELIMINARY PLAT:

Consider approval of the preliminary plat for Palermo Pass at Divario, a 197-lot residential subdivision located within the Divario development at the intersection of the future extension of Alienta Drive and the future extension of Divario Canyon Drive.

Mayor Randall asked the Council to table the item until December 16th.

MOTION: A motion was made by Councilmember Smethurst to table the preliminary plat for Palermo Pass at Divario until December 16th.
SECOND: The motion was seconded by Councilmember Larkin.
VOTE: Mayor Randall called for a vote, as follows:

Councilmember Hughes – aye
Councilmember Smethurst – aye
Councilmember Larkin – aye
Councilmember Curtis – aye

DRAFT

The vote was unanimous and the motion carried.

PRELIMINARY PLAT:

Consider approval of the preliminary plat for Rock Garden, a 10-lot industrial/manufacturing subdivision located in the St. George Industrial Park just west of the intersection of 770 North and 1080 East.

Assistant Public Works Director Wes Jenkins presented the preliminary plat for Rock Garden, a 10-lot industrial/manufacturing subdivision located in the St. George Industrial Park just west of the intersection of 770 North and 1080 East. He showed and outlined the preliminary plat and conditions.

MOTION: A motion was made by Councilmember Hughes to approve the preliminary plat for Rock Garden.
SECOND: The motion was seconded by Councilmember Curtis.
VOTE: Mayor Randall called for a vote, as follows:

Councilmember Hughes – aye
Councilmember Smethurst – aye
Councilmember Larkin – aye
Councilmember Curtis – aye

The vote was unanimous and the motion carried.

APPOINTMENT:

Mayor Randall recommended appointing Wendy Spooner to the Arts Commission.

MOTION: A motion was made by Councilmember Hughes to appoint Wendy Spooner to the Arts Commission.
SECOND: The motion was seconded by Councilmember Curtis.
VOTE: Mayor Randall called for a vote, as follows:

Councilmember Hughes – aye
Councilmember Smethurst – aye
Councilmember Larkin – aye
Councilmember Curtis – aye

The vote was unanimous and the motion carried.

Councilmember Larkin left the meeting.

REPORTS FROM MAYOR, COUNCILMEMBERS, AND CITY MANAGER:

No reports were given.

ADJOURN:

MOTION: A motion was made by Councilmember Curtis to adjourn.
SECOND: The motion was seconded by Councilmember Smethurst.
VOTE: Mayor Randall called for a vote, as follows:

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Councilmember Hughes – aye
Councilmember Smethurst – aye
Councilmember Curtis – aye

The vote was unanimous and the motion carried.

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Christina Fernandez, City Recorder

DRAFT

ST. GEORGE CITY COUNCIL MINUTES
WORK MEETING
DECEMBER 2, 2021 4:00 P.M.
ADMINISTRATIVE CONFERENCE ROOM

PRESENT:

Mayor Michele Randall
Councilmember Jimmie Hughes
Councilmember Bryan Smethurst
Councilmember Gregg McArthur
Councilmember Dannielle Larkin
Councilmember Vardell Curtis
City Manager Adam Lenhard
City Attorney Tani Pack Downing
City Recorder Christina Fernandez

OPENING:

Mayor Randall called the meeting to order and welcomed all in attendance.

DISCUSSION REGARDING PROPOSED CHANGES TO TITLE 10, CHAPTER 13A OF CITY CODE AS IT PERTAINS TO CERTAIN PUBLIC STREETS IN THE HILLSIDE OVERLAY ZONE:

Community Development Director John Willis remined the Council that they requested this item be discussed at a work meeting. He showed the proposed language changes to the code.

Public Works Director Cameron Cutler provided a history on the proposed changes. He showed images depicting alternatives for traffic on Bluff Street and St. George Boulevard from when Bluff Street was widened; Continuous flow intersection; and Median U-turn. He then spoke about the environmental assessment from January, 2012 and showed a map outlining a conceptual plan for a proposed traffic pattern at St. George Boulevard and Bluff Street. This proposed pattern violates the City's hillside ordinance which is why the ordinance is being proposed as it is.

Councilmember Larkin noted those with Tech Ridge and for those living on the hill already have never been able to safely ride a bike from the Boulevard to the top of the ridge; it is not a comfortable pedestrian or cycling space. She feels the proposal will be great for Tech Ridge as well as residents on the Black Hill if it ties into 100 South as there are already bike lanes and sidewalks.

Public Works Director Cameron Cutler explained moving the intersection coming down from the hill from St. George Boulevard to 100 South will make the intersection at St. George Boulevard and Bluff much better. He commented there already is an intersection at 100 South. There is a proposed concept plan that includes a pedestrian bridge across Bluff Street to Tabernacle.

Community Development Director John Willis commented there is no active transportation access currently on the road to Tech Ridge. Tying the road into 100 South provides some benefits as there is active transportation access already on 100 South. After being asked by Councilmember Curtis, Mr. Willis explained part of the ordinance requires the section that is abandoned to be mitigated.

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Public Works Director Cameron Cutler noted walls would be required much like the walls along Bluff Street.

Resident Dan McArthur commented these items concern him. Past Councils put density on the hill to accommodate these types of problems. He is concerned as the hillside ordinance was put in to protect the hillsides and that the ordinance is being changed to accommodate Tech Ridge and nowhere else in the City. HE asked the Council to think this through and get the input form the public, not discuss the item in a work meeting as there are a number of residents who are concerned with the development on this property.

After being asked by Mayor Randall, Community Development Director John Willis stated there was a public hearing at the Planning Commission meeting. He then explained there are no other areas that fit the criteria. If Tech Ridge were to be developed as single-family homes, he asked if it would require the alignment of the road.

Public Works Director Cameron Cutler explained the alignment of the road eliminates the requirement of having a through turn situation; there would need to be a through turn or mitigation with single-family homes. It did not take much traffic on Tech Ridge Drive to require the changes. The traffic engineer looked only at what has been approved on the property with Dixie Applied Technical College, Zonos, and Vaison, the intersection starts failing with these buildings.

Mayor Randall noted Rick Torgersen with UDOT has said the intersection will fail.

Public Works Director Cameron Cutler explained even with trying to mitigate to change the cycle lane, the north bound failed. After being asked by Councilmember Hughes Public Works Director Cameron Cutler indicated the roadway alignment is needed now, no matter what.

Councilmember Larkin commented to Mr. McArthur's point, there has to be a failing intersection to drive this change in the ordinance. All of the Councilmembers want to protect the hillsides.

Councilmember McArthur commented his biggest concern is putting the ordinance in place for hillsides the Council does not want to be disturbed.

Community Development Director John Willis noted the benefit is that this is the hillside ordinance therefore, each request would need to be reviewed and approved by the Council on a case-by-case ordinance. After being asked by Councilmember McArthur, Mr. Willis stated the proposed changes do not open the door for others to ask for special concessions for other areas.

City Attorney Tani Pack Downing agreed with Community Development Director John Willis.

DRAFT

Public Works Director Cameron Cutler explained the speed will need to be reduced to accommodate the proposed turn. There was a concept that had pillars going into the hillside to elevate the road, he was concerned with the pillars. After being asked by Councilmember Hughes, Public Works Director Cameron Cutler outlined who would pay for the proposed roadway improvements.

Economic Vitality and Housing Director Shirlayne Quayle noted the developer plans to cover the costs.

Community Development Director John Willis commented staff will need to make sure the cost for the improvements is added to the development agreement. He explained the Hillside Review Board would still review these types of requests.

The meeting adjourned at approximately 4:35 p.m.

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Christina Fernandez, City Recorder

DRAFT

ST. GEORGE CITY COUNCIL MINUTES
EMERGENCY MEETING
DECEMBER 9, 2021 5:00 P.M.
ADMINISTRATIVE CONFERENCE ROOM

PRESENT:

Mayor Michele Randall – via Zoom
Councilmember Bryan Smethurst
Councilmember Gregg McArthur
Councilmember Dannielle Larkin
Councilmember Vardell Curtis
City Manager Adam Lenhard
City Attorney Tani Pack Downing
City Recorder Christina Fernandez

EXCUSED:

Councilmember Jimmie Hughes

OPENING:

Mayor Randall called the meeting to order and welcomed all in attendance.

ADJOURN TO A CLOSED SESSION :

MOTION: A motion was made by Councilmember McArthur to adjourn to a closed session to discuss a property purchase.
SECOND: The motion was seconded by Councilmember Smethurst.
VOTE: Mayor Randall called for a roll call vote, as follows:

Councilmember Smethurst – aye
Councilmember McArthur – aye
Councilmember Larkin – aye
Councilmember Curtis – aye

The vote was unanimous and the motion carried.

ADJOURN:

MOTION: A motion was made by Councilmember Curtis to adjourn.
SECOND: The motion was seconded by Councilmember Larkin.
VOTE: Mayor Randall called for a vote, as follows:

Councilmember Smethurst – aye
Councilmember McArthur – aye
Councilmember Larkin – aye
Councilmember Curtis – aye

The vote was unanimous and the motion carried.

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Christina Fernandez, City Recorder

DRAFT

ST. GEORGE CITY COUNCIL MINUTES
WORK MEETING
DECEMBER 9, 2021 4:00 P.M.
ADMINISTRATIVE CONFERENCE ROOM

PRESENT:

Mayor Michele Randall – via Zoom
Councilmember Bryan Smethurst
Councilmember Gregg McArthur – via Zoom until approximately 4:15, then in person for the remainder of the meeting
Councilmember Dannielle Larkin
Councilmember Vardell Curtis
City Manager Adam Lenhard
City Attorney Tani Pack Downing
City Recorder Christina Fernandez

EXCUSED:

Councilmember Jimmie Hughes

OPENING:

Mayor Randall called the meeting to order and welcomed all in attendance. The invocation was provided by Councilmember Curtis and the Pledge of Allegiance to the Flag was led by Councilmember Larkin.

DISCUSSION REGARDING THE PROPOSED SIXTH AMENEMENT TO THE LOAN AGREEMENT BETWEEN FORT PIERCE BUSINESS PARK, L.C., THE CITY OF ST. GEORGE, AND DIXIE-RURAL ELECTRIC ASSOCIATION, INC.:

Economic Vitality and Housing Director Shirlayne Quayle provided a history regarding the loan agreement between the City, Fort Pierce Business Park, L.C. and Dixie-Rural Association, Inc. She provided a handout outlining the following topics: Loan agreement timeline; Loan agreement terms – Amendment 6 (Phase 8); Map of boundaries; and Map of coverage of improvements.

City Manager Adam Lenhard added all of the previous loans have been repaid as contemplated in the agreement.

Steve Jennings provided an update on the project at the Fort Pierce Business Park. After being asked by Councilmember Curtis, Mr. Jennings explained commercial real estate is busy, there is a lot going on. Their outlook is that fund would be paid back fairly quickly.

UPDATE FROM STAFF REGARDING THE PROPOSED TECH RIDGE DEVELOPMENT AGREEMENT AND ZONE PLAN:

Community Development Director John Willis presented a PowerPoint presentation covering the following topics: Tech Ridge Development Agreement: PD Zone Plan Map; and 5. Purchase of Property; 5.2 Grant of Options; 5.3 Term of Option; and 5.4 Purchase price under each option exercise. He read a portion of section 5.2 as follows: "An approved Site Plan and Final Plat shall be approved by City prior to any takedown of property by Developer. If no building permit has been obtained within thirty months of property takedown, City shall have first right of refusal to repurchase the property at the same price at which the land was sold plus cost of any improvements made to property". A brief discussion took place regarding the purchase price if the City were to purchase the property in this instance.

DRAFT

Community Development Director John Willis continued with the PowerPoint presentation covering the following topics: 5.10 Land Use Applications; 5.15 Permitted Uses; 6.1 Project Developers; 6.2 Vested Rights; 6.3 Residential Unit Restrictions; 6.3.1 Maximum Residential Units and Uses; 6.3.2 Maximum Residential Ratio; Chart Depicting Resident to Commercial Ratio; 6.5 Mixed Use; 6.6 Height Limits; 6.7 Development Timing; Ridgeline Building Height; Planning area 1.1 – 1.3 Building Heights Section; 6.8 Park Improvements; and 6.8.1 Park Improvements on Project Land.

City Manager Adam Lenhard commented that he thought 6.8.1 had been stricken from the latest draft. There have been discussions regarding recreation projects on the west side. Not knowing what those projects were specifically and not knowing what the Council would be comfortable with, the language was stricken for now. Isaac Barlow with Tech Ridge agreed to the language being stricken at this time.

Community Development Director John Willis continued with the PowerPoint presentation covering the following topics: 6.8.2 Minimum Park Improvement Acreage; 6.8.3 Park Improvement Plan; 6.8.4 Minimum Park Improvement Expenditure; 6.8.6 Park Impact Fees; 6.9 Ownership and Maintenance of Park Improvements; 6.9.1 Construction and Dedication; 6.9.2 City Maintenance; 6.9.4 Town Square and Park Categories; 6.9.5 Alteration of Park Improvements; 6.9.6 Pavilion; 6.10 System Improvements; 6.11 Restrictive Covenants; 6.12 Architectural Design Standards; 6.13 Signage Standards; 6.14 Landscape Standards; 7.1 Changes to the PD-MU Zoning Plan; 7.2 Changes to Permitted Land Use; 8.1 Community Reinvestment Areas/Tax Increment Revenues; 9.1 Conditions of Approval; 9.2 Impact Fees; 9.3 Dedication of Project Improvements; 9.4 Pre Approval of Construction Activities; 9.5 Construction of West Access Road; 9.6 Reconfiguration of Tech Ridge Parkway; 9.7 Agreement Contingent Upon Vehicular Access; 9.8 Buyers Inspections and Due Diligence; 9.9 Title Matters; 10.1 Ordinances of General Applicability and Reserved Legislative Powers; 10.2 Provision of System Improvements and Other Infrastructure; 11.1 Water Infrastructure; 11.1.1 Water Availability Not Guaranteed; 11.2 Transportation and Traffic Mitigation; 11.2.1 Developer Obligations; 11.2.1.1 Road Improvements; 11.2.1.2 Dedication of Roads; 11.2.1.3 Roadway Configuration; 11.2.1.4 Streetscapes – Construction and Maintenance; 11.2.2 City Obligations; 11.2.2.1 Streets Rights of Way; 11.2.2.2 Street Design and Streetscape; 11.3 Hillside Areas; and 13.2 Successors and Assigns.

City Manager Adam Lenhard explained the idea with section 11.2 provides the City the ability to approve the successor or assignee of the project if Mr. Barlow were to divest himself of the project or Tech Ridge LLC. This section gives the City a more interested position on disposition of the land and who it may be sold to.

Mayor Randall thanked everyone who has worked on the development agreement. After reading through the agreement, it appears to protect the City.

City Manager Adam Lenhard noted staff still has to finalize some of the language. The agreement will be on the agenda for the December 16th meeting for the Council to approve.

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Councilmember Smethurst mentioned that at a recent Council meeting, the integrity of some of the Councilmembers was questioned. He has spent a lot of time with Mr. Barlow and has been in favor of this project the entire time. He wanted everyone to know that his honor and his integrity is something he has and will keep; he cannot be bought off. He is voting on this because it is the right thing to do, not because someone paid him.

Mayor Randall commented that she likes that language added regarding water resources. This language will need to be on everything that comes forward for approval.

Councilmember Larkin commented she is excited for the Tech Ridge development. As this project is an extension of the downtown area, she would like to see a connection between the two.

ADJOURN:

MOTION: A motion was made by Councilmember Larkin.
SECOND: The motion was seconded by Councilmember Smethurst.
VOTE: Mayor Pro Tem Hughes called for a vote, as follows:

Councilmember Smethurst – aye
Councilmember McArthur – aye
Councilmember Larkin – aye
Councilmember Curtis – aye

The vote was unanimous and the motion carried.

_____
Christina Fernandez, City Recorder

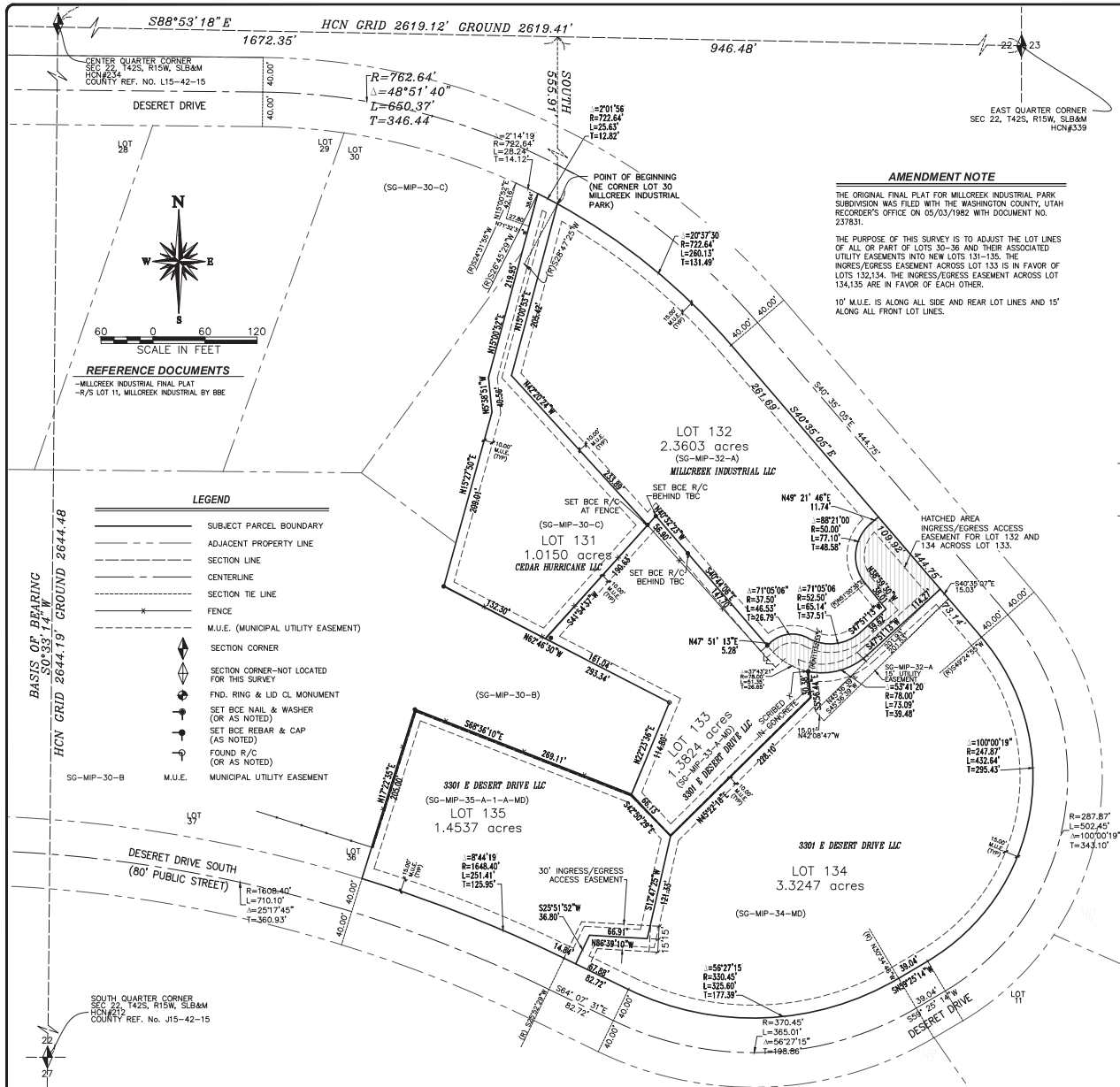
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Agenda Item Number : 02

Request For Council Action

Date Submitted	12/06/2021 01:59 PM
Proposed City Council Date	12/16/2021
Applicant	Marc Brown, Brown Consulting Engineers
Subject	Public hearing and consideration of a subdivision amendment for Millcreek Industrial Park Partial Amendment A (Lots 131-135) by adjusting the lot lines and vacating their associated public utility easements.
Background	This request is to adjust the lot lines between five lots in the Millcreek Industrial Park located on Deseret Drive and grant new easements on the new lot lines as required. The property is zoned M-2. Staff recommends approval.
Proposed Resolution	JUC recommends approval.
Cost	$
Action Taken	
Requested by	Todd Jacobsen
File Attachments	ccmapexhibit120621135940.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**



SURVEYOR'S CERTIFICATE

I, MARC L. BROWN, PROFESSIONAL UTAH LAND SURVEYOR, NO. 170223, HOLD A LICENSE IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT, HEREBY CERTIFY THAT THIS MAP REPRESENTS A SURVEY MADE UNDER MY DIRECTION OF THE FOLLOWING DESCRIBED PROPERTY: I FURTHER CERTIFY THAT BY THE AUTHORITY OF THE HEREON OWNERS, I HAVE RE-SURVEYED THE TRACT OF LAND AS SHOWN ON THIS AMENDED PLAT AND HAVE SUBDIVIDED THE SAME TRACT INTO LOTS TO HEREON BE KNOWN AS (LOTS 131-135).

MILLCREEK INDUSTRIAL PARK PARTIAL AMENDMENT "A" (LOTS 131-135)

REGISTERED PROFESSIONAL LAND SURVEYOR MARC BROWN 170223 STATE OF UTAH 10-11-21

BOUNDARY DESCRIPTION

A PARCEL OF LAND BEING ALL OR A PART OF LOTS 30 THRU 36 OF MILLCREEK INDUSTRIAL PARK SUBDIVISION AS FOUND ON RECORD AT THE WASHINGTON COUNTY RECORDER'S OFFICE AS ENTRY No. 237831. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 30, MILLCREEK INDUSTRIAL PARK, SAID POINT BEING SOUTH 88°53'18 EAST 1672.35 FEET ALONG THE CENTER SECTION LINE AND SOUTH 555.91 FEET FROM THE CENTER QUARTER CORNER OF SECTION 22, TOWNSHIP 42 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN SAID POINT OF BEGINNING BEING ON A 722.64 FOOT RADIUS CURVE TO THE RIGHT (RADIUS POINT BEARS S28°47'25"W), THENCE 260.13 FEET ALONG THE RIGHT OF WAY LINE OF DESERET DRIVE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20°37'30"; THENCE SOUTH 40°35'05" EAST 444.75 FEET TO THE POINT OF CURVATURE OF A 247.87 FOOT RADIUS CURVE TO THE RIGHT: THENCE 432.64 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 100°00'19": THENCE SOUTH 59°25'14" WEST 39.04 FEET TO THE POINT OF CURVATURE OF A 330.45 FOOT RADIUS CURVE TO THE RIGHT; THENCE 325.60 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 56°27'15": THENCE NORTH 64°07'31" WEST 82.72 FEET TO THE POINT OF CURVATURE OF A 1648.40 FOOT RADIUS CURVE TO THE LEFT; THENCE 251.41 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 8°44'19" TO THE SOUTHWEST CORNER OF LOT 35 MILCREEK INDUSTRIAL PARK; THENCE LEAVING SAID DESERET DRIVE NORTH 17°22'35" EAST 205.00 FEET; THENCE SOUTH 68°36'10" EAST 269.11 FEET; THENCE NORTH 22°23'36" EAST 114.80 FEET; THENCE NORTH 62°46'30" WEST 293.34 FEET; THENCE NORTH 15°27'50" EAST 209.01 FEET; THENCE NORTH 5°38'51" WEST 40.56 FEET; THENCE NORTH 15°00'52" EAST 219.85 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF SAID DESERET DRIVE AT A POINT ON A 722.64 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS POINT BEARS S26°45'29"W); THENCE 25.63 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 2°01'56" TO THE POINT OF BEGINNING.

CONTAINS 9.5357 acres

OWNERS DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNER OF THE ABOVE DESCRIBED TRACT OF LAND HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, ACCESS EASEMENTS AND MUNICIPAL UTILITIES EASEMENTS, TO BE HEREAFTER KNOWN AS:

MILLCREEK INDUSTRIAL PARK

PARTIAL AMENDMENT "A" (LOTS 131-135)

FOR GOOD AND VALUABLE CONSIDERATION RECEIVED, THE UNDERSIGNED OWNERS HEREBY DEDICATE AND CONVEY TO THE CITY OF ST. GEORGE FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS EASEMENTS. ALL LOTS, AND EASEMENTS ARE AS NOTED OR SHOWN. THE OWNER HEREBY WARRANTS TO THE CITY OF ST. GEORGE ITS SUCCESSORS AND ASSIGNS, TITLE TO ALL PROPERTY DEDICATED AND CONVEYED TO THE PUBLIC USE HEREIN AGAINST THE CLAIMS OF ALL PERSONS.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS _____ DAY OF _____, 20_____.

3301 E DESERT DRIVE L.L.C

MILLCREEK INDUSTRIAL L.L.C

CEDAR HURRICANE L.L.C

MILLCREEK DBLD, LLC

L.L.C. ACKNOWLEDGMENT

STATE OF UTAH } S.S.
COUNTY OF WASHINGTON }

ON THE _____ DAY OF _____,
PERSONALLY APPEARED BEFORE ME , THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID COUNTY OF WASHINGTON IN SAID STATE OF UTAH, _____, WHO BEING DULY SWORN DID SAY THAT HE IS A MEMBER OF **3301 E DESERT DRIVE L.L.C.** AND THAT THE FOREGOING DOCUMENT WAS SIGNED BY HIM ON BEHALF OF THAT LIMITED LIABILITY COMPANY BEING AUTHORIZED AND EMPOWERED TO DO SO BY THE OPERATING AGREEMENT OF 3301 E DESERT DRIVE L.L.C., AND THEY ACKNOWLEDGED BEFORE ME THAT THE LIMITED LIABILITY COMPANY EXECUTED THE SAME FOR THE USES AND PURPOSES STATED THEREIN.

NOTARY PUBLIC NAME: _____
COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____
A NOTARY PUBLIC COMMISSIONED IN UTAH
(NO STAMP REQUIRED PER UTAH CODE, TITLE 46, CHAPTER 1, SECTION 16)

L.L.C. ACKNOWLEDGMENT

STATE OF UTAH } S.S.
COUNTY OF WASHINGTON }

ON THE _____ DAY OF _____,
PERSONALLY APPEARED BEFORE ME , THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID COUNTY OF WASHINGTON IN SAID STATE OF UTAH, _____, WHO BEING DULY SWORN DID SAY THAT HE IS A MEMBER OF **CEDAR HURRICANE L.L.C.** AND THAT THE FOREGOING DOCUMENT WAS SIGNED BY HIM ON BEHALF OF THAT LIMITED LIABILITY COMPANY BEING AUTHORIZED AND EMPOWERED TO DO SO BY THE OPERATING AGREEMENT OF 3301 E DESERT DRIVE L.L.C., AND THEY ACKNOWLEDGED BEFORE ME THAT THE LIMITED LIABILITY COMPANY EXECUTED THE SAME FOR THE USES AND PURPOSES STATED THEREIN.

NOTARY PUBLIC NAME: _____
COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____
A NOTARY PUBLIC COMMISSIONED IN UTAH
(NO STAMP REQUIRED PER UTAH CODE, TITLE 46, CHAPTER 1, SECTION 16)

L.L.C. ACKNOWLEDGMENT

STATE OF UTAH } S.S.
COUNTY OF WASHINGTON }

ON THE _____ DAY OF _____,
PERSONALLY APPEARED BEFORE ME , THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID COUNTY OF WASHINGTON IN SAID STATE OF UTAH, _____, WHO BEING DULY SWORN DID SAY THAT HE IS A MEMBER OF **MILLCREEK INDUSTRIAL L.L.C.** AND THAT THE FOREGOING DOCUMENT WAS SIGNED BY HIM ON BEHALF OF THAT LIMITED LIABILITY COMPANY BEING AUTHORIZED AND EMPOWERED TO DO SO BY THE OPERATING AGREEMENT OF 3301 E DESERT DRIVE L.L.C., AND THEY ACKNOWLEDGED BEFORE ME THAT THE LIMITED LIABILITY COMPANY EXECUTED THE SAME FOR THE USES AND PURPOSES STATED THEREIN.

NOTARY PUBLIC NAME: _____
COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____
A NOTARY PUBLIC COMMISSIONED IN UTAH
(NO STAMP REQUIRED PER UTAH CODE, TITLE 46, CHAPTER 1, SECTION 16)

L.L.C. ACKNOWLEDGMENT

STATE OF UTAH } S.S.
COUNTY OF WASHINGTON }

ON THE _____ DAY OF _____,
PERSONALLY APPEARED BEFORE ME , THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID COUNTY OF WASHINGTON IN SAID STATE OF UTAH, _____, WHO BEING DULY SWORN DID SAY THAT HE IS A MEMBER OF **MILLCREEK DBLD** L.L.C. AND THAT THE FOREGOING DOCUMENT WAS SIGNED BY HIM ON BEHALF OF THAT LIMITED LIABILITY COMPANY BEING AUTHORIZED AND EMPOWERED TO DO SO BY THE OPERATING AGREEMENT OF 3301 E DESERT DRIVE L.L.C., AND THEY ACKNOWLEDGED BEFORE ME THAT THE LIMITED LIABILITY COMPANY EXECUTED THE SAME FOR THE USES AND PURPOSES STATED THEREIN.

NOTARY PUBLIC NAME: _____
COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____
A NOTARY PUBLIC COMMISSIONED IN UTAH
(NO STAMP REQUIRED PER UTAH CODE, TITLE 46, CHAPTER 1, SECTION 16)

MILLCREEK INDUSTRIAL PARK
PARTIAL AMENDMENT "A" (LOTS 131-135)

A SUBDIVISION LOCATED IN THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 42 SOUTH, RANGE 15 WEST SALT LAKE BASE AND MERIDIAN ST. GEORGE, UTAH

COMMUNITY DEVELOPMENT DIRECTOR APPROVAL
I HEREBY VERIFY THAT THIS OFFICE EXAMINED THIS FINAL SUBDIVISION PLAT AND HEREBY RECOMMENDS APPROVAL ON THIS _____ DAY OF _____, 2021.
COMMUNITY DEVELOPMENT DIRECTOR
CITY OF ST. GEORGE

CITY ENGINEER'S APPROVAL
I HEREBY VERIFY THAT THIS OFFICE EXAMINED THIS FINAL SUBDIVISION PLAT AND HEREBY RECOMMENDS APPROVAL ON THIS _____ DAY OF _____, 2021.
CITY ENGINEER
CITY OF ST. GEORGE

CITY ATTORNEY APPROVAL
APPROVED AS TO FORM THIS _____ DAY OF _____, 2021.
CITY ATTORNEY
CITY OF ST. GEORGE

LAND USE AUTHORITY APPROVAL
I HEREBY VERIFY THAT THE LAND USE AUTHORITY REVIEWED THIS FINAL SUBDIVISION PLAT AND APPROVED IT ON THIS THE _____ DAY OF _____, 2021 WITH ALL COMMITMENTS AND OBLIGATIONS PERTAINING THERETO.
LAND USE AUTHORITY
CITY OF ST. GEORGE

APPROVAL AND ACCEPTANCE BY THE CITY OF ST. GEORGE, UTAH
WE, THE MAYOR, AND THE CITY COUNCIL OF THE CITY OF ST. GEORGE, UTAH, HAVE REVIEWED THE ABOVE SUBDIVISION FINAL PLAT AND BY AUTHORIZATION OF SAID CITY COUNCIL, RECORD IN THE MINUTES OF ITS MEETING OF THE _____ DAY OF _____ A.D. 2021, HEREBY ACCEPT SAID PLAT WITH ALL COMMITMENTS AND OBLIGATIONS PERTAINING THERETO.
ATTEST: CITY RECORDER
CITY OF ST. GEORGE
MAYOR
CITY OF ST. GEORGE

TREASURER APPROVAL
I, WASHINGTON COUNTY TREASURER CERTIFY ON THIS _____ DAY OF _____ A.D. 2021, THAT ALL TAXES, SPECIAL ASSESSMENTS, AND FEES DUE AND OWING ON THIS SUBDIVISION FINAL PLAT HAVE BEEN PAID IN FULL.
WASHINGTON COUNTY TREASURER

BCE BROWN CONSULTING ENGINEERS, P.C.
CIVIL ENGINEERING-LAND SURVEYING-LAND PLANNING
163 WEST 1000 SOUTH, UNIT 5
ST. GEORGE, UTAH 84770
(435) 628-4700 FAX (435) 628-4725

CHECKED BY: MLB
DRAWN BY: SWB
DATE: 6/29/21
JOB: 17-15
SCALE: 1" = 60'
SHEET NO. 1 OF 1

RECORDED NO.

DRAFT

Agenda Item Number : 03

Request For Council Action

Date Submitted	08/27/2021 08:10 AM
Proposed City Council Date	12/16/2021
Applicant	Trevor Coombs
Subject	Presentation of the audited Annual Comprehensive Financial Report (ACFR) for Fiscal Year 2021.
Background	Presentation of the City's audited 2021 financial statements conducted by Hinton Burdick CPA's & Advisors. Steve Palmer, CPA & Partner, will present. No action is needed.
Proposed Resolution	No action is needed.
Cost	$
Action Taken	
Requested by	Trevor Coombs
File Attachments	
Approved by Legal Department?	NA
Approved by City Admin Services?	Yes
Approved in Budget?	N/A **Amount:**

DRAFT

Agenda Item Number : 04

Request For Council Action

Date Submitted	12/08/2021 05:01 PM
Proposed City Council Date	12/16/2021
Applicant	Cameron Cutler
Subject	Consider approval of an ordinance amending Title 7, Chapter 1, Section 1 of City code pertaining to Supervision of Streets to incorporate and adopt a Complete Street Policy.
Background	This proposed ordinance amendment adopts the Complete Streets Policy and creates the Complete Streets Committee. The Committee would review street projects for conformance to the proposed Complete Streets Policy.
Proposed Resolution	Staff recommends approval.
Cost	$
Action Taken	
Requested by	Cameron Cutler
File Attachments	ordinanceforcompletestreets120821170150121421144658.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	No
Approved in Budget?	N/A **Amount:**

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 7-1-1 OF THE ST. GEORGE CITY CODE, IN ORDER TO INCORPORATE THE CITY'S COMPLETE STREETS POLICY.

WHEREAS, the city council has determined that it is in the best interest of the City and the public to amend provisions of city code, Title 7-1-1 to regulate the design and construction of public streets to accommodate all modes of transportation; and

WHEREAS, after careful consideration, the city council has determined that amending Title 7-1-1 is in the best interest of the health, safety and welfare of the citizens of St. George to incorporate a complete streets policy.

NOW, THEREFORE, BE IT ORDAINED, by the St. George city council, as follows:

Section 1. Repealer. Any provision of the St. George city code found to be in conflict with this Ordinance is hereby repealed.

Section 2. Enactment. The St. George city code is hereby amended by adopting changes and revisions to Title 7-1-1 for the protection of the City and the public, as set forth in Exhibit 'A' attached hereto and incorporated herein.

Section 3. Severability. If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section 4. Effective Date. This Ordinance shall take effect immediately upon execution below and upon posting in the manner required by law.

APPROVED AND ADOPTED by the St. George City Council, this 16th day of December 2021.

_____
Michele Randall, Mayor

ATTEST:

_____
Christina Fernandez, City Recorder

EXHIBIT A

7-1-1: SUPERVISION OF STREETS:

A. *Duties; Reports*: It shall be the duty of the public works director to see that all provisions of this chapter, resolutions, orders, and policies of the city council relating to the improvement of streets, alleys, sidewalks, bridges or culverts are carried into effect. The public works director shall have charge of all tools and materials used for street purposes.

B. *Supervision Of Work On Streets*: It shall be the duty of the public works director to take charge of all streets in the city and superintend all work done thereon, whether under contract or otherwise; provided, that he shall at all times be subject to and act under the direction of the city council. During the progress of any improvement he shall observe and report whether any breach is made in the terms of any contract in pursuance of which any such work or improvement is in progress; and no work done upon the streets under any contract shall be paid for in full until the public works director shall report the same to be complete.

C. *Access Management Policy*: The public works director shall prepare an access management policy to govern the location, number, spacing, and design of access points on city streets to minimize site access conflicts and maximize the traffic capacity of city streets. The public works director shall present the access management policy to the city council for approval. Upon approval of the city council, the access management policy shall remain in force unless amended by the city council. The director of public works shall have authority to approve minor deviations from the policy for good cause, all other deviations shall be approved by the city council. The approved access management policy shall be made available for inspection and copying at the public works department office during regular business hours.

D. *Complete Streets Policy*. Upon approval of the city council, the complete streets policy shall remain in force unless amended by the city council. Complete Streets Committee members shall be appointed by the Mayor. A member may be removed and replaced at the discretion of the Mayor. The committee, by majority vote, shall have authority to approve minor deviations from the policy for good cause, all other deviations shall be approved by the city council. The approved complete streets policy shall be made available for inspection and copying at the public works department office during regular business hours.

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Agenda Item Number : 05

Request For Council Action

Date Submitted	12/08/2021 05:08 PM
Proposed City Council Date	12/16/2021
Applicant	Cameron Cutler
Subject	Consider approval of a proposed Complete Streets Policy which provides additional oversight of planning and designing of City streets.
Background	The proposed Complete Streets Policy establishes ten (10) policy elements to help guide planning, design, and implementation of streets within the City. The proposed policy also describes the Complete Streets Committee and its duties and functions.
Proposed Resolution	Staff recommends approval.
Cost	$
Action Taken	
Requested by	Cameron Cutler
File Attachments	st120821170849121421144815.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	No
Approved in Budget?	N/A **Amount:**

The City of St. George is committed to building a complete and integrated public right-of-way to ensure that everyone can travel safely and comfortably along and across a street regardless of whether they are walking, biking, taking transit, or driving. This Complete Streets policy will inform decision-making throughout all phases of street projects and initiatives. The overarching policy purpose is the establishment of a multimodal travel by balancing pedestrian, bicycling, transit, and driving.

This policy includes 10 policy elements recommended by the National Complete Streets Coalition: vision & intent; diverse users; commitment in all street projects & phases; clear, accountable exceptions; jurisdiction; design; land use & context sensitivity; performance measures; street project prioritization criteria; and implementation steps.

1. Vision & Intent

Successful and safe streets are the lifeblood of successful and safe cities. Streets are places where people gather, shop, travel, live, and play. This policy seeks to create streets that "focus on people," foster a "thriving community," "support compact development," and enable a "diverse and vibrant economy."

The community benefits of successful and complete streets include mobility, independence, and aging in place; economic freedom; tourism; environmental sustainability; quality of life; and safety and health. The built environment has a much greater impact on personal and public health than genetics. Complete Streets are healthy streets.

2. Diverse Users

All street projects, including development projects which contain streets, are to be planned, designed, and maintained so that people of all ages and abilities, during all times and seasons, using all transportation choices, and regardless of their purpose on the street, may be safe and comfortable. The most vulnerable users of the public right-of-way (e.g., people walking and bicycling, people dining and socializing, the elderly, children, those with disabilities) are given equal weight in any prioritization.

3. Commitment in All Street Projects & Phases

The planning, design, and implementation of all new construction, retrofit, or maintenance activities within or near the public right-of-way is to account for the needs of all users (e.g. people walking, taking transit, biking, driving motorized vehicles) and allow them to move safely, comfortably, conveniently, and independently as possible. Through adherence to federal, state, or local transportation guidelines for traffic control, all users shall be able to use streets safely and efficiently during regular operation as well as during construction or repair work within the public right-of-way. Appropriate detours are to be considered and provided during such work.

4. Clear, Accountable Exceptions

Exceptions to the requirements of this policy are authorized by the Complete Streets Committee, unless otherwise noted in this section of the policy. Exception requests from private parties require a preliminary recommendation for the exception from St. George development staff. The Complete Streets Committee may take input from the Active Transportation Committee as necessary. The Complete Streets Committee will only grant an exception when one or more of the following conditions for an exception are met:

4.1 The street in question prohibits, by law, users of a particular mode of transportation.

4.2 Severe topographic or natural resource constraints.

4.3 The capital and maintenance costs of Complete Street elements would be significantly disproportionate to the needs or quantified benefits, or significantly exceed the established budget.

4.4 Where an equivalent public street project that is already programmed and/or funded will provide similar or better accommodations for all users.

4.5 Unforeseen extenuating circumstances requiring an exception, as determined by the Committee.

5. Jurisdiction

This policy shall apply to the planning, design, implementation, and maintenance/operations of all street projects requiring funding or approval by the City of St. George. Other street projects that are funded by non-municipal government agencies such as federal, state, and county governments where City Coordination is required, this policy will serve as a guidance to City staff.

For all streets and trails that connect to neighboring communities (e.g., Washington City, Santa Clara, Ivins) and in the areas of those communities near municipal boundaries, the City of St. George encourages compliance with the principles found in this policy. Continued cooperation and partnering with other non-municipal entities (e.g., UDOT, Washington County, Five Counties Association of Governments, Southwest Utah Public Health Department, and other private advocacy organizations) is encouraged.

6. Design

The design of the public street right-of-way will follow recognized design standards, best practices, and guidelines to achieve the vision of Complete Streets, including the City's Standard Specification for Design and Construction, NACTO Urban Street Design Guide, AASHTO, ITE, and UDOT's Roadway Design Manual, as applicable. The City will continue to explore flexible and innovative designs and continue to evaluate the latest design standards and innovative concepts, seeking guidance from established best practices. Where standards established by other units of government, such as UDOT's Roadway Design Manual, conflict with the City's Complete Streets vision, the City will seek design exceptions and variances. Design of the public street right-of-way will be according to the City's street classification.

Design speed is the regular speed encouraged and/or facilitated by the design of the built environment (i.e., street infrastructure), absent any other indications, such as signage or the presence of law enforcement. The City's standards will reflect an objective to establish the design speed of streets at a desired operating speed to encourage comfort and safety of multimodal uses within the roadways designated for mixed uses.

The City of St. George will update design standards related to street and other design affecting the implementation of this policy. Design standards should also include human scale streetscape elements, such as shade, landscaping, places to rest, signage, furniture, and other improvements in all street projects, wherever appropriate, to enhance experience, placemaking, and community pride.

Exceptions to these design principles, guidelines, standards, and recommendations shall be approved by the Complete Streets Committee.

7. Land Use & Context Sensitivity

Complete Streets are only possible when "integrally related to land uses."

Complete Streets shall consider the visions, goals, recommendations, and requirements found in the City of St. George "Mission, Vision, and Values" statement, General Plan, zoning ordinance, Transportation Master Plan, and Active Transportation Plan.

Street projects in historic or other special districts shall be designed and maintained according to those districts' design guidance and material choices, including curbs, pavement, signage, furniture, trees, and streetlights.

8. Performance Measures

The City of St. George will implement a regular data collection, analysis, and reporting program. An annual report combined with real-time data dashboards will inform the public. The program will be directed by the City of St. George Public Works Department.

9. Street Project Prioritization Criteria

The City is committed to include prioritization of reinvestment street projects.

Infrastructure reinvestment will be focused on accomplishing the goals of the Complete Streets policy. The City of St. George will prioritize Complete Streets investments in neighborhoods with a history of underinvestment, higher rates of poverty, younger and older people, persons with disabilities, and lower rates of car ownership.

10. Implementation Steps

A Complete Streets Committee shall be established and include representatives from Community Development, Public Works, and Park Planning. Additional members may be added as needed. The

Complete Streets Committee report will be provided annually to the Mayor and City Council consistent with existing street project and budget annual reporting. Duties include:

- Ensure that the vision and intent are honored (Element 1)
- Ensure that diverse users' needs are included (Element 2)
- Ensure the City's commitment to Complete Streets in all street projects and phases (Element 3)
- Grant exceptions (Element 4)
- Work together with other jurisdictions to implement this policy (Element 5)
- Work on the adoption of and adherence to design best practices (Element 6)
- Assist in the updating of plans, policies, ordinances so that they support Complete Streets and align with this policy (Element 7)
- Measure and report performance (Element 8)
- Ensure adherence to street project prioritization criteria (Element 9)
- Monitor the implementation of this policy's recommendations and requirements (Element 10)

DRAFT

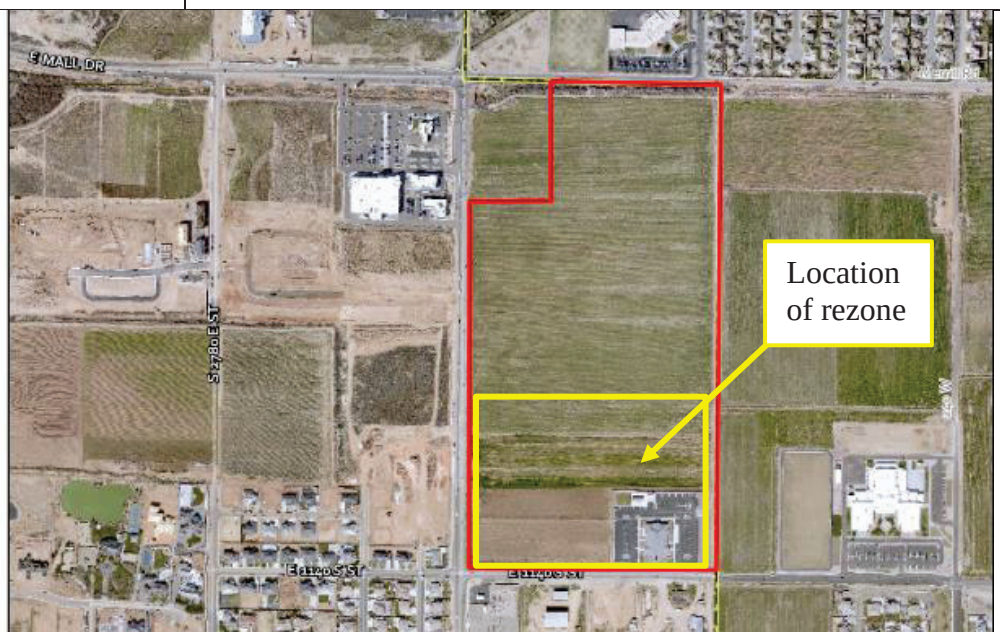
Agenda Item Number : 06

Request For Council Action

Date Submitted	12/02/2021 09:41 AM
Proposed City Council Date	12/16/2021
Applicant	Suburban Land Reserve
Subject	Consider approval of an ordinance changing the zone from A-1 (Agricultural) to PD-R (Planned Development Residential) on approximately 26 acres located east of 3000 East Street and north of 1140 South Street to be known as Fields at Mall Drive Residential PD. Case No. 2021-ZC-084
Background	The underlying general plan land use is MDR (Medium Density Residential) and LDR (Low Density Residential) with adjacent zoning of PD-R (Planned Development Residential), R-1-10 (Single Family Residential), and A-1 (Agricultural). The Planning Commission recommended approval.
Proposed Resolution	Planning Commission recommends approval.
Cost	$
Action Taken	
Requested by	Carol Davidson
File Attachments	2021-zc-084fieldsatmalldrresccpacket120221094126.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**

PLANNING COMMISSION AGENDA REPORT: 11/23/2021
CITY COUNCIL AGENDA REPORT: 12/16/2021

Fields at Mall Drive Residential PD Zone Change (Case No. 2021-ZC-084)		
Request:	This is a request to rezone approximately 26 acres from A-1 (Agriculture) to PD-R (Planned Development Residential) to add to the Park at Temple View Planned Development	
Applicant:	Suburban Land Reserve	
Representative:	Rollin Johnson	
Location:	The property is located east of 3000 East Street, north of 1140 South Street.	
General Plan:	MDR (Medium Density Residential) and LDR (Low Density Residential)	
Existing Zoning:	A-1 (Agriculture)	
Surrounding Zoning:	North	PD-R (Planned Development Residential)
	South	R-1-10 (Single Family Residential) and A-1 (Agricultural)
	East	Washington City: R-1-10 (Single Family Residential)
	West	R-1-10 (Single Family Residential)
Land Area:	Approximately 26 acres – Total project: 63.10 Acres	



BACKGROUND:
This is a zone change request to add approximately 26 acres to the Park at Temple View PD-R (Planned Development Residential) (PD-R) zone for the purpose of developing a new residential subdivision to be located east of 3000 East Street and north of 1140 South Street. At this time the request will be just to add land to this existing PD-R. The applicants will return at a later date with a site plan, density, and building elevations for review and approval. This request does not change the Park at Temple View plans that have already been approved.

RECOMMENDATION:
The Planning Commission recommended approval of this Zone Change.

ALTERNATIVES:
1. Approve as presented.
2. Approve with conditions.
3. Deny this zone change request.
4. Table the proposed zone change to a specific date.

POSSIBLE MOTION:
I move we approve the Fields at Mall Drive Residential PD zone change from A-1 (Agricultural) to PD-R (Planned Development Residential) with approval of the site plan, density, and elevations to come at a later date.

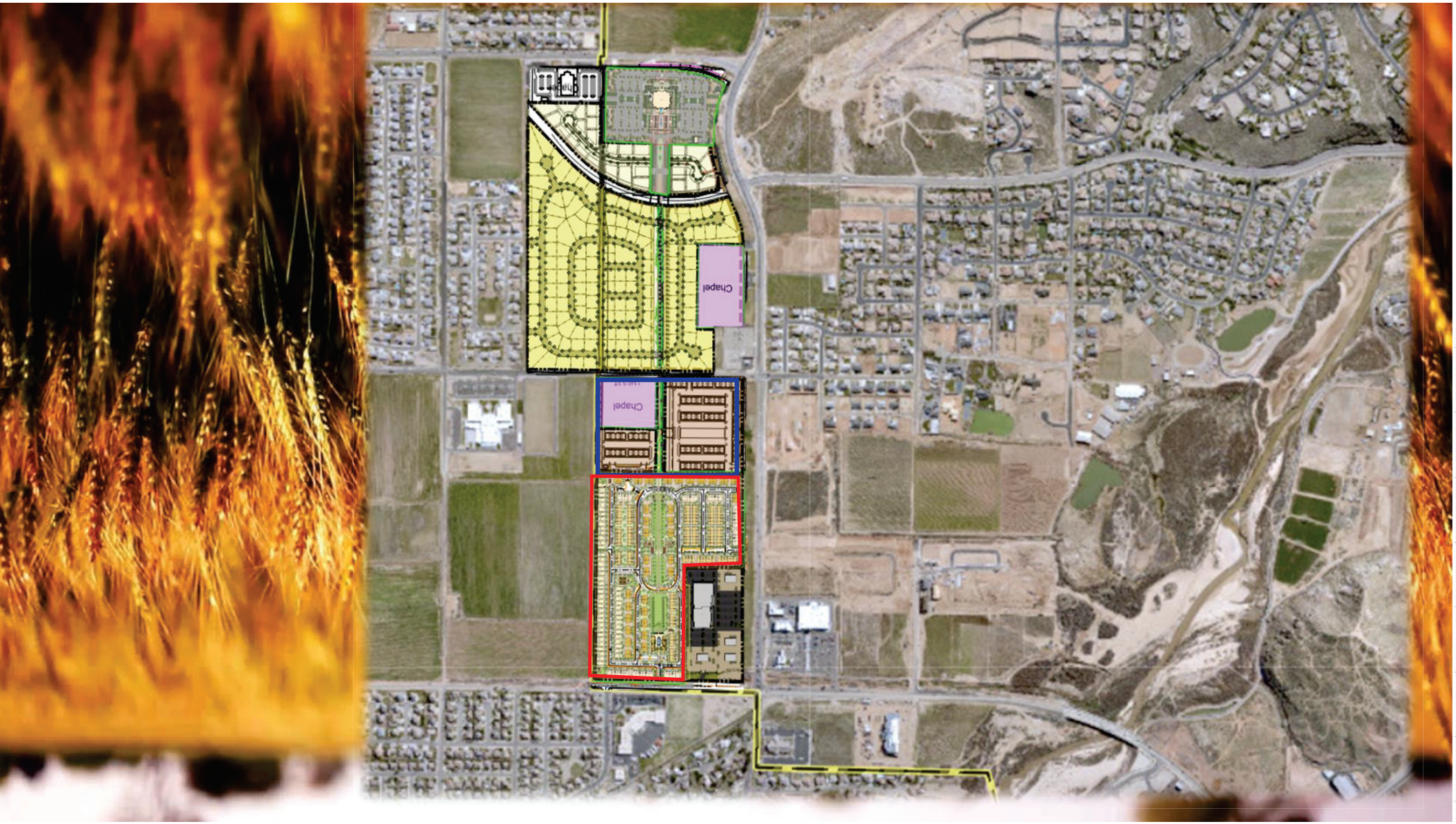
FINDINGS FOR APPROVAL:
1. The proposed amendment meets the requirements of the original zone change as approved by City Council.
2. There will be adequate parking on site to facilitate the development.

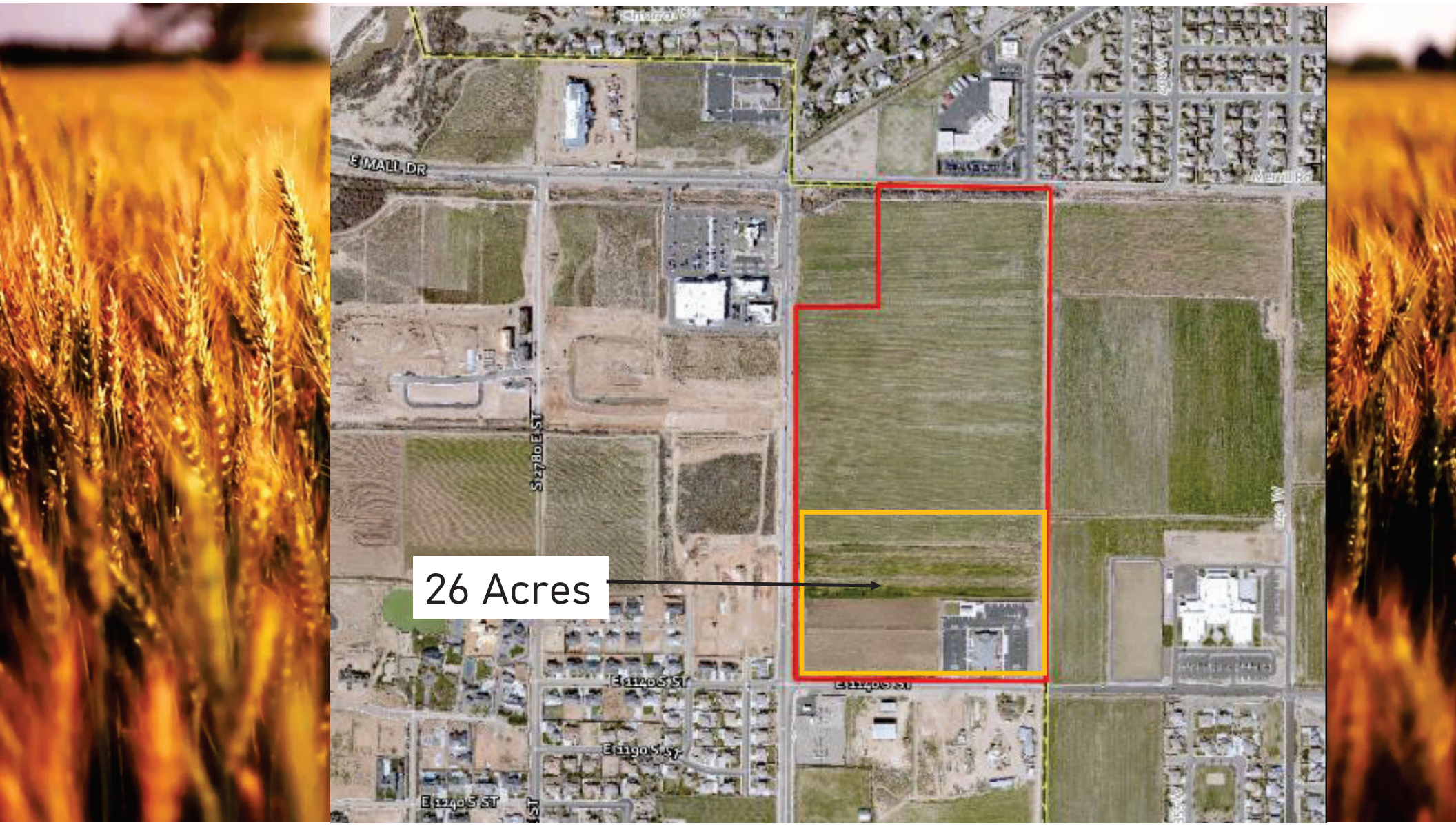
Exhibit A
PowerPoint Presentation

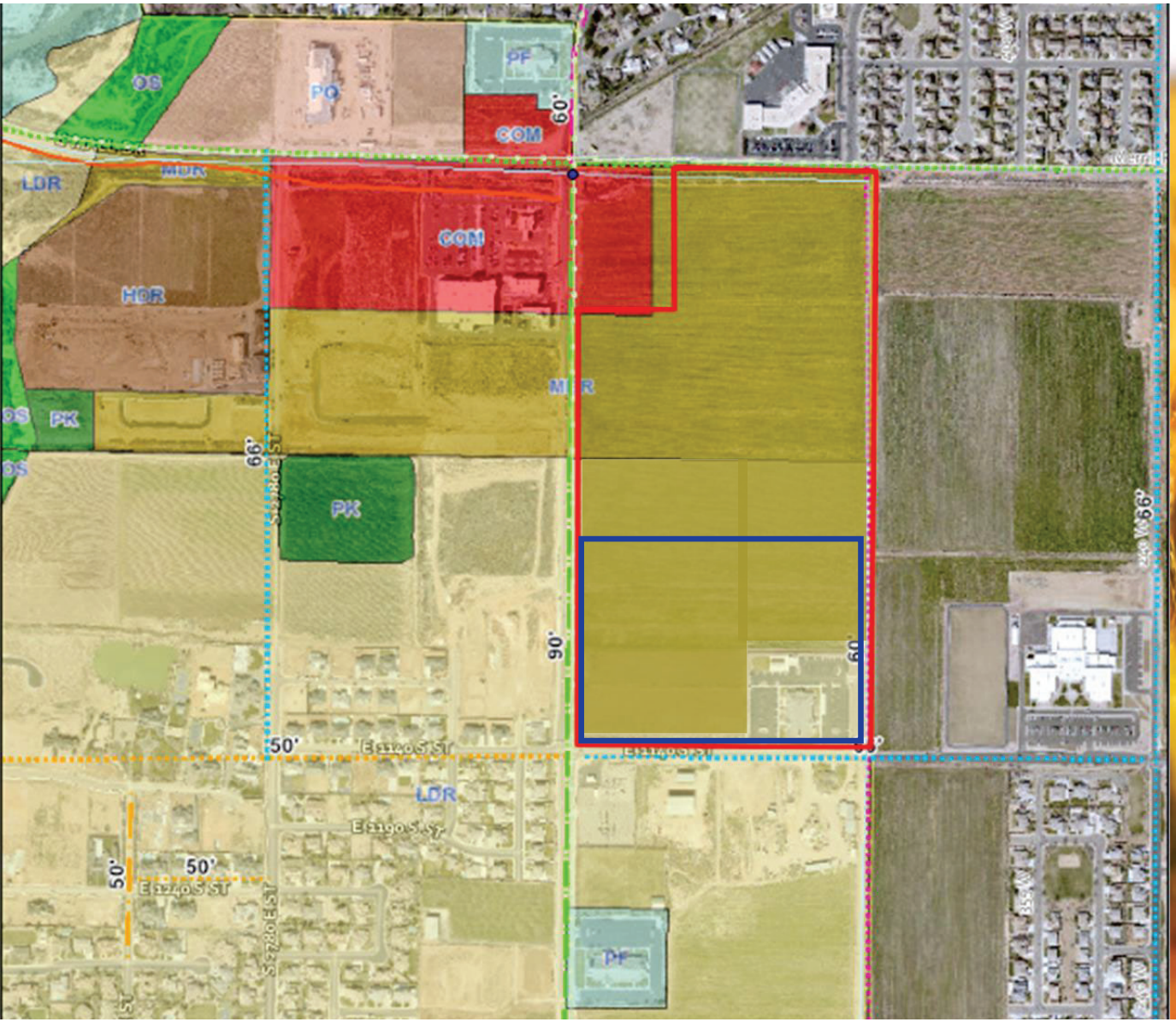


The Fields at Mall Drive Residential PD

Zone Change2021-ZC-084

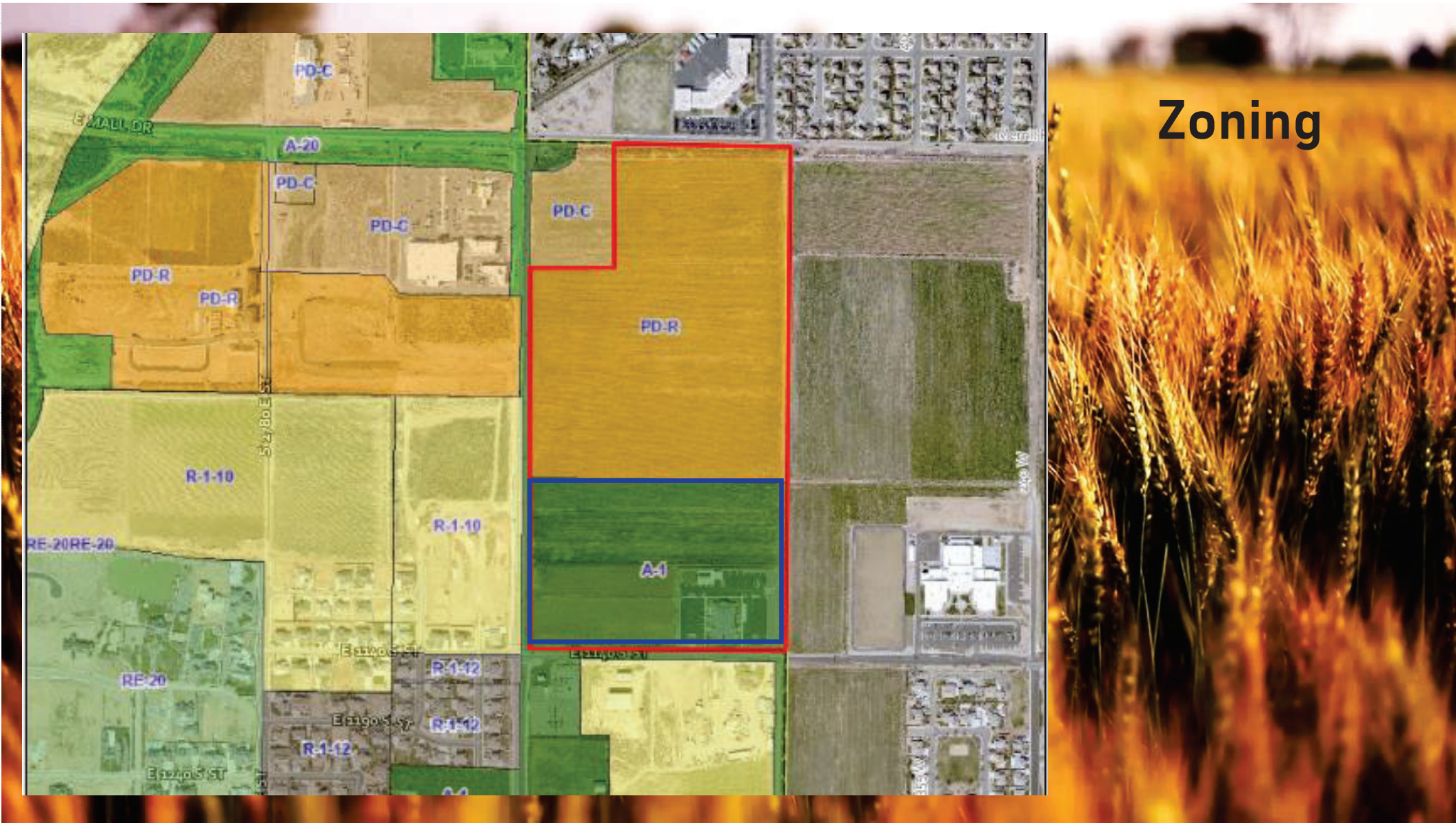

Chapel
Chapel
Chapel


E MALL DR
26 Acres



General Plan

Zoning


PD-C
E MALL DR
A-20
PD-C
PD-C
PD-C
PD-R
PD-R
PD-R
S 47th E ST
R-1-10
R-1-10
RE-20RE-20
A-1
R-1-12
RE-20
R-1-12
R-1-12


The Planning Commission
recommended approval of this
Zone Change.

ORDINANCE NO._____

AN ORDINANCE AMENDING THE CITY ZONING MAP BY AMENDING THE ZONE FROM A-1 (AGRICULTURE) TO PD-R (PLANNED DEVELOPMENT RESIDENTIAL) ON APPROXIMATELY 26 ACRES (TOTAL PD-R ACRES 63.10) LOCATED EAST OF 3000 EAST STREET AND NORTH OF 1140 SOUTH STREET.

(Fields at Mall Drive Residential PD)

WHEREAS, the property owner has requested a zone change from A-1 (Agricultural) To PD-R (Planned Development Residential) on approximately 26 acres (total PD-R acres 63.10) located east of 3000 East Street and north of 1140 South Street; and

WHEREAS, the Planning Commission held a public hearing on the requested zone change; and

WHEREAS, the City Council held a public meeting on this request on December 16, 2021; and

WHEREAS, the City Council has determined that the requested amendment to the Zoning Map is justified at this time, and is in the best interest of the health, safety, and welfare of the citizens of the City of St. George.

NOW, THEREFORE, BE IT ORDAINED, by the St. George City Council, as follows:

Section 1. Repealer. Any provision of the St. George City Code found to be in conflict with this Ordinance is hereby repealed.

Section 2. Enactment. The City Zoning Map is hereby ordered to be changed from A-1 (Agricultural) To PD-R (Planned Development Residential) on approximately 26 acres (total PD-R acres 63.10) located east of 3000 East Street and north of 1140 South Street. The location of the zone change is more specifically described on the attached property legal description, incorporated herein as Exhibit "A", and parcel exhibit, incorporated herein as Exhibit "B".

Section 3. Severability. If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section 4. Effective Date. This Ordinance shall take effect immediately on the date executed below, and upon posting in the manner required by law.

APPROVED AND ADOPTED by the St. George City Council, this 16th day of December 2021.

_____
Michele Randall, Mayor

ATTEST:

_____
Christina Fernandez, City Recorder

Exhibit "A" – Legal Description

ROSENBERG ASSOCIATES™
CIVIL ENGINEERS LAND SURVEYORS

Exhibit "A"

Beginning at the northeast corner of Block 2, R. Morris Entry, said point being South 88°37'42" East 1,300.57 feet along the section line and South 33.01 feet from the North Quarter Corner of Section 34, Township 42 South, Range 15 West, Salt Lake Base & Meridian, and running;

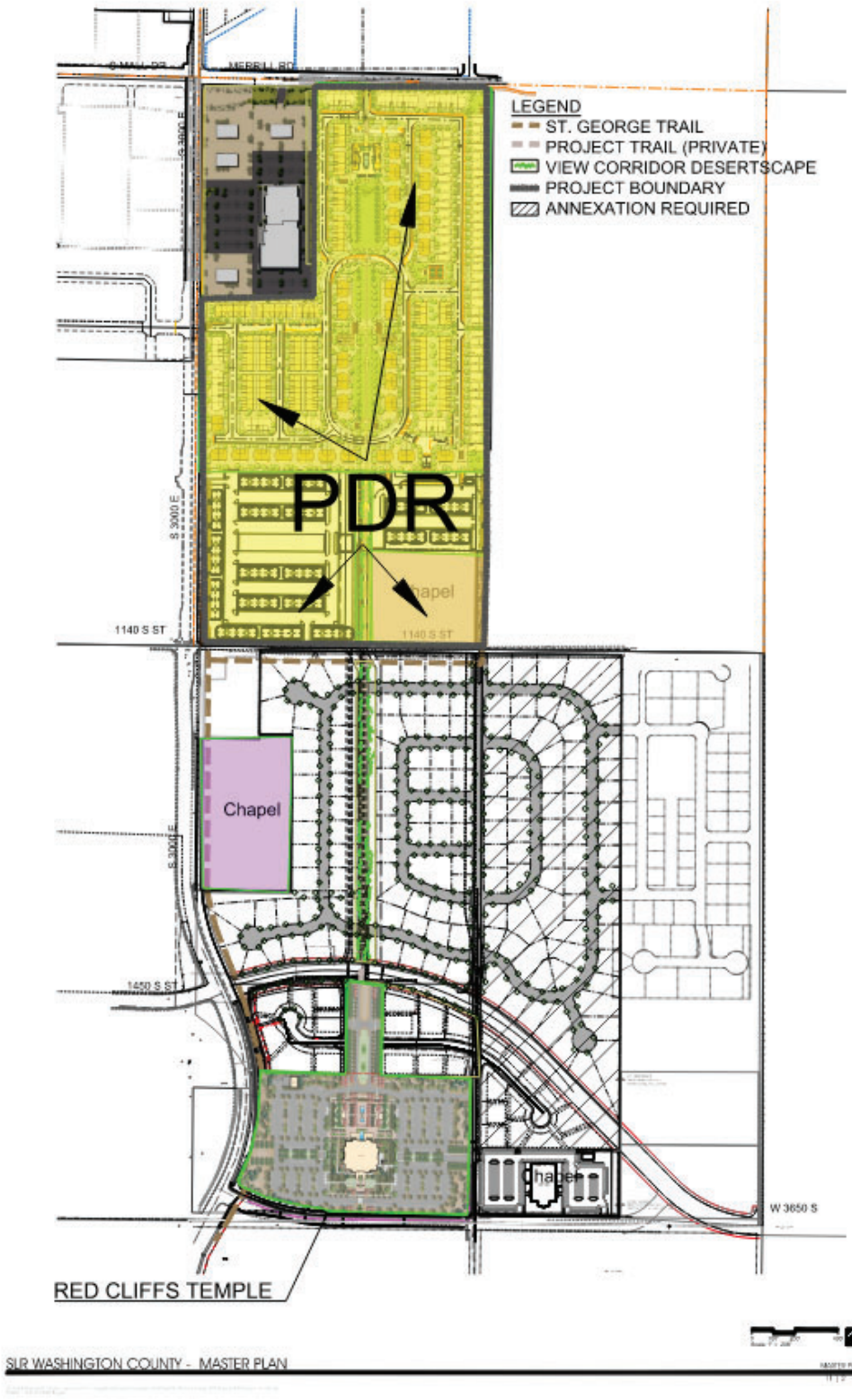
thence South 00°24'03" West 2,576.70 feet along the easterly line to the southeast corner of said Block 2;
thence North 89°16'03" West 503.50 feet along the southerly line of said Block 2 to the easterly line of a deed of dedication as recorded as Entry No. 20210066304;
thence the following (5) courses along said Entry No. 20210066304;
thence North 00°24'03" East 18.50 feet;
thence North 89°16'03" West 746.69 feet;
thence North 44°11'02" West 18.74 feet;
thence North 00°22'18" East 1,571.99 feet;
thence South 89°39'44" East 512.06 feet;
thence North 00°20'16" East 977.83 feet to the northerly line of said Block 2;
thence South 88°37'42" East 753.24 feet along said northerly line of said Block 2 to the Point of Beginning.

Containing 2,748,835 square feet or 63.10 acres.



November 4, 2021

Exhibit "B" – Parcel Exhibit



DRAFT

Agenda Item Number : 07

Request For Council Action

Date Submitted	10/27/2021 08:44 AM
Proposed City Council Date	12/02/2021
Applicant	Coaction International Development
Subject	Consider approval of an ordinance changing the zone from C-3 (General Commercial) and R-1-10 (Single Family Residential) to PD-C (Planned Development Commercial) on approximately 15 acres located east of 3050 East Street, north of 750 North to be known as Zion Regional Medical Center. Case No. 2021-ZC-076
Background	The underlying general plan land use is COM (Commercial) with adjacent zoning of C-3 (General Commercial) and R--1-10 (Single Family Residential). The Planning Commission recommended approval.
Proposed Resolution	Planning Commission recommends approval.
Cost	$
Action Taken	tabled
Requested by	Carol Davidson
File Attachments	2021-zc-076zionregmedcenterccpacketnew113021111814.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**

PLANNING COMMISSION AGENDA REPORT: 10/12/2021
CITY COUNCIL AGENDA REPORT: 12/02/2021

Zion Regional Medical Center Zone Change (Case No. 2021-ZC-076)		
Request:	This is a request to rezone 15 acres from C-3 (General Commercial) and R-1-10 (Single Family Residential) to PD-C (Planned Development Commercial) to develop a new medical center.	
Applicant:	Coaction International Development	
Representative:	Jared Cox	
Location:	The property is located east of 3050 East Street, north of 750 North Street.	
General Plan:	COM (Commercial)	
Existing Zoning:	C-3 (General Commercial) and R-1-10 (Single Family Residential)	
Surrounding Zoning:	North	Washington City
	South	C-3 (General Commercial) and R-1-10 (Single Family Residential)
	East	R-1-10 (Single Family Residential)
	West	C-3 (General Commercial)
Land Area:	Approximately 15 acres	



BACKGROUND:
This is a zone change request to create a new planned development commercial (PD-C) zone for the purpose of developing a new medical center to be located east of 3050 East Street and north of 750 North Street. This PD-C is proposed to have two phases. The first phase is for the hospital, and the second phase is for the addition of a medical office and possible extension of the hospital. The medical office and hospital expansion will come at a later time as a zone change amendment.

The three-story hospital building will be 85,000 square feet with 24 patient beds, four operating rooms, and 12 emergency bays. The hospital is designed to be expanded in the future to 130,265 square feet.

The power system or circuits feeding this area are currently at capacity. A substation must be built prior to any development. The location for the substation has been determined and is shown on the White Hills General Plan Amendment case (2021-GPA-012) which is being presented at this same meeting. The substation will go in on the parcel that has the proposed Public Facility land-use designation. Once the substation is built, the city will have sufficient power for all proposed development in this area.

The developer of the White Hills project is currently performing a traffic study for this location. The results of this study are expected to be completed by the last week of October. Staff will, at that time, determine what road improvements will be expected. In addition, there is a planned pedestrian path that heads east along 850 North Street and then turns north to meet up with a planned Washington City trail on the east side of Walmart. The developer will be required to put in the pedestrian path and will work with our engineers to do so.

Zoning Requirements			
Regulation	**Section Number**	**Proposal**	**Staff Comments**
Setbacks		The applicants have provided setbacks in their narrative as: North: 10’ South: 20’ East: 30’ West: 0’	The setbacks provided meet the setback requirements.
Temporary Buildings, including Cargo Containers	10-8-4	None	N/A

Pedestrian Circulation Plan	10-8-6	The site plan provided does not show any proposed pedestrian circulation plans	The site plan shows pedestrian access to 850 N, but no pedestrian access is shown to the west where a shared drive is shown. During the site plan review process the applicant will be required to have additional pedestrian access to connect into the shared drive.
Uses	10-8D-2	Please see the proposed use list found in the applicant's narrative located on page 7 of this report.	The use list provided is compatible with commercial zones. A Communication Transmission Facility over 50' will need to meet the standards found in Section 10-17A-6 and go through a zone change amendment.
Height and Elevation	10-8D-2	The two highest points of the roofline are at 57'4" and 50'	The PD-C zone allows for a 50' height. The applicants are asking for an increase in height to a maximum height of 54'
Phasing Plan	10-8D-2	There will be phasing, but each new phase will need to return for a zone change amendment.	N/A
Landscape Plan	10-8D-2	Landscape plans have not been provided.	5% of the parking lot will need to be landscaped. There will also need to be a 15' wide landscaped section along 750 N Street.
Utilities	10-8D-2	None shown	All utilities will be required to be underground, and all transformer equipment must be screened. We will ensure this is completed during site plan approval process.
Signs	10-8D-2	No signage has been required.	The applicants will be required to pull a sign permit when they are ready to put in their signs.
Lighting	10-8D-2	A photometric plan has been provided.	The parking lot lighting appears to meet the regulations except the lighting

			on the east side of the lot will need to be at 1.0 foot candle or less at the property line. Staff will ensure it meets the regulations during the site plan process.
Lot Coverage	10-8D-6	Hospital footprint is (42,820 sf) covers 13% of lot	The PD-C zone allows coverage up to 50%. This meets regulations.
Solid Waste	10-8D-6	The site plan does show the location of solid waste with a wall and gate around it.	During site plan review, the location and details of the solid waste will be reviewed and required to be compliant.
Buffer - Protection of Residential Property	10-8D-6	No landscaping plans have been provided.	The applicant will be required to put in a buffer strip along the eastern side of the property where it will abut residential. The buffer strips will need to be at least 10' wide with required landscaping and 6' solid wall.
Overlay Zones	10-13	None	N/A
Parking	10-19-5	Parking shown: **360** stalls. Parking was determined as: **Beds** 2 stalls per bed @ 24 beds = 48 stalls **Office** 1 stall per 250sf @ 52,338sf = 209 stalls **Total Required = 257 stalls**, over 103 stalls	The proposed parking meets regulations.
EVCS And Bike Parking	10-19-6	No bike parking is shown. No EVCS conduit is shown	They will be required to provide bike racks for at least 2 bicycles. They will be required to provide conduit for future electrical charging station for at least 4 parking stalls.

RECOMMENDATION:
The Planning Commission recommended approval of this Zone Change with the following conditions:

1. The applicant meets all requirements found in Section 10-8D of the Zoning Regulations.
2. A traffic study will be required to be completed and required improvements approved by staff.
3. A maximum height of no more than 54' will be allowed for all structures.
4. A Communication Transmission Facility over 50' will need to meet the standards found in Section 10-17A-6 and go through a zone change amendment.
5. Pedestrian friendly access is provided from the hospital entrance east to the shared drive to access commercial development on 3050 East Street.
6. The applicant will work with staff on the accesses into Washington City.

ADDITIONAL RECOMMENDATION:
The draft traffic study was received, and below are the additional recommendations from staff:

1. The DRAFT study does not address traffic volumes at the intersection of Red Cliffs/3050 E/Green Springs/Telegraph. However, based on the MPO travel demand model, a roadway connection between the proposed project and the Home Depot/Walmart development significantly improves the traffic at the Red Cliffs/3050 E intersection. As such, a driveway connection would need to be included in the dedicated ROW within the proposed project in the case that a connection is built (this would require Washington City to obtain additional easement from Home Depot, which hasn't fully occurred yet). If this driveway connection is constructed, the City will bear the costs of the driveway.

2. Provide a finalized copy of the project's traffic study for review.

ALTERNATIVES:

1. Approve as presented.
2. Approve with conditions.
3. Deny the zone change.
4. Table the proposed zone change to a specific date.

POSSIBLE MOTION:
I move we approve the Zion Regional Medical Center zone change from C-3 (General Commercial) and R-1-10 (Single Family Residential) to PD-C (Planned Development Commercial) with the conditions and comments outlined in the staff report.

FINDINGS FOR APPROVAL:

1. The proposed amendment meets the requirements of the original zone change as approved by City Council.
2. There will be adequate parking on site to facilitate the development.

3. The increase in height will fit harmoniously into the neighborhood, minimizing any negative impacts by considering the proposed setbacks provide an appropriate buffer to neighboring properties.

Exhibit A
Applicant's Narrative

Zion Regional Medical Center

Project Narrative – 9/21/2021

Project Description

Zion Regional Medical Center (ZRMC) is a proposed licensed acute care hospital development on a 15.0 acre (653,414 SF) parcel within the City of St. George. The property is part of the 107 acres of land owned by White Hills LC (the Sandberg Family) and will be subdivided out of the 107 acres by means of a Final Plat application.

During the initial phase of construction, the hospital will be approximately 85,000 SF in size and include 24 patient beds (a mix between med/surg and ICU beds), 4 operating rooms, 12 emergency bays, and supporting imaging and lab services. The building is designed as a 3-story structure with a building footprint size of 42,820 SF.

The building has been designed for future expansion as needed. The expanded future hospital size is expected to be 130,265 SF with 48 patient beds. The expanded future hospital footprint is expected to be 70,865 SF.

Additionally, a future Medical Office Building (MOB) has also been planned as part of the overall site improvements. This MOB will be approximately 40,000 SF in size and 2 stories tall. A separate submittal will be made to the Planning Commission once the building details have been identified.

Project Location

The proposed project is located near the northeast corner of 3050 E and 850 N. The vicinity map below shows the general location of the proposed development. There is not an address assigned to this property.



Rezone and PD-C Request

The existing 15-acre parcel is entirely within the General Plan use of Commercial. The 15-acre parcel overlaps two zoning districts, C-3 and R1-10. This request for the 15-acre parcel is to rezone the property PD-C with specific requirements for the hospital structure. The master developer Garn Development is also submitting a PD-C but only for the commercial property as shown in their submittal. The Zion Regional Medical Center is submitted independently and has been coordinated with the master developer to assure continuity of both developments. The intention is to expedite the hospital development and approve the building design and the rezone request in the same Public Meetings. An Exhibit has been added to the end of this report showing the limits of the Hospital rezone request and the coordination with the master developer.

Proposed Area, Setback and Height Requirements

Minimum yard setbacks (per St. George City Code 10-8D-6)

Front (south)	20' (to 850 North roadway)
Side (west)	0' (to internal commercial)
Side (east)	30' (R1-10 Zoning)
Rear (north)	10' (to exterior commercial)
Lot Area Min	10,000
Max Coverage	50%
Max Bldg. Height	50'

Proposed Uses

As part of this 15-acre Planned Development – Commercial rezone request, the proposed uses are all medical in nature and ancillary to the General Hospital. The proposed uses include:

Ambulance Service, (Including Helicopter)

Financial, Medical, and Professional Services

Hospital

Counseling center, mental health, alcohol, drugs (nonresidential, less than 24 hr)

Office

Retail Shops: Drive-through sales (Pharmacy), Specialty Sales (Medical Equipment/Supplies)

Service Businesses: Personal Care Service, Personal instruction service

Urgent Care

Communication Transmission facilities, including wireless, primary, & height over 50'

Proposed Building

The hospital building is a proposed 3-story structure. The natural topography falls to the southeast (approximately 30' across the entire 15-acres) and the building has been designed with a lower level opening to the east. As such, the west elevation only reveals a 2-story structure, but the east elevation shows a 3-story structure. The hospital is proposed to be 45'-4" tall with a 12'-0" mechanical screening of equipment above the top of building, for a total height of 57'-4". This building height is measured from the low side of the building (the east side).

The proposed building materials include two different but complimentary EFIS finishes as well as faux French Limestone along the main building entrance and emergency entrance. Curtainwall grazing is proposed at the main entrance of the building that faces the new public roadway 850 N that extends along the development frontage as shown in the building elevation details.

A proposed tower sign attached to the hospital has not been shown or detailed in the plans or exhibits. **It is anticipated that the tower will extend approximately 50' from the main building entrance to serve as an identifying element for patient arrival.** This additional height for the hospital tower sign will create building visibility from 3050 E which is approximately 10' to 30' higher than the proposed finished grade of the hospital.

Project Density

The proposed density of the project is shown at both the initial phase of construction as well as the future expansion and MOB.

Phase 1	Area (sf)	% of Total
Building Footprint	42,820	6.55%
Parking/Drive/Sidewalk Area	206,906	31.67%
Landscape Area	382,088	58.48%
Medical Office Building	20,000	3.06%
Helipad	1,600	0.24%
TOTAL =	653,414	100.00%

Future Expansion Density and Lot Coverage Calculations:

Future Expansion Included	Area (sf)	% of Total
Building Footprint	70,865	10.85%
Parking/Drive/Sidewalk Area	357,679	54.74%
Landscape Area	203,270	31.11%
Medical Office Building	20,000	3.06%
Helipad	1,600	0.24%
TOTAL =	653,414	100.00%

During the future expansion of the hospital development, the maximum lot coverage is 14% (total building footprint divided by total parcel size of 15 acres).

Project Phasing

The proposed initial phase of construction only includes the 85,000 SF hospital and corresponding site improvements. The undeveloped portions of the 15 acre site will be stabilized and landscaped for future expansion. The Medical Office Building is shown on the hospital site and will be developed under a separate application. Once the 85,000 SF hospital and the Medical Office Building are developed, it is expected that hospital expansion will begin for additional capacity to the Surgical Department as well as the In-patient Beds and the Emergency Department. This future expansion will grow the hospital building to approximately 130,265 SF in size. This future expansion will include the addition of on-site parking as shown in the Site Development Plan.

Proposed Infrastructure (by master developer)

The project is being coordinated with the Master Development proposed by White Hills LC. The initial phase of construction will only include the 85,000 SF hospital and the necessary infrastructure. The public Roadway 850 N will be extended east into the master development along the proposed alignment. The roadway will terminate just past the hospital frontage with a temporary turnaround for emergency vehicles. The master developer (Garn Development) has the responsibility of designing and constructing all offsite improvements required for the hospital. These include extending the public roadway 850 North from 3050 East to include all of the hospital parcel frontage. Also, public water line and service will be extended along the same 850 North Right-of-Way to bring the available water to the hospital parcel. Sanitary sewer service will be from stubbed from 850 North by the master developer. Additionally, the master developer will be responsible for all electrical infrastructure requirements as needed by the City of St. George, such as the dedication of an electrical substation within the master development. Storm Drain infrastructure will be provided outside of the 15-acres hospital parcel. The hospital runoff will leave the parcel and be captured within an retention/detention basin within the master development.

Proposed Parking

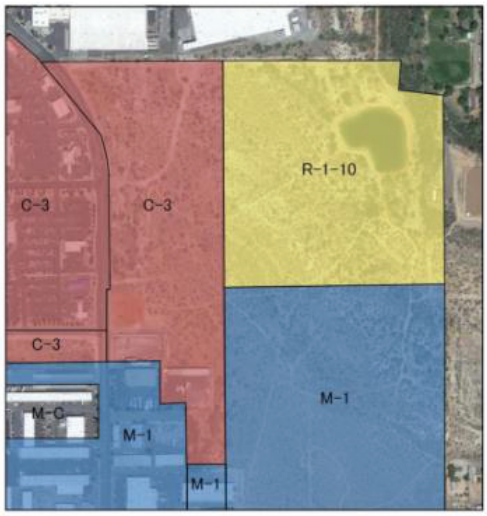
The site has been developed to accommodate the required parking of both Phase 1 improvements, the Future Expansion improvements, as well as the Medical Office Building as shown below:

Hospital Phase 1 Parking		Parking Req.
Beds (2 spaces per bed)	24	48
Office and Other Areas (1/250 SF)	52,338	209
	Phase 1 Total Parking Required	257
	Phase 1 Total Parking Provided	360

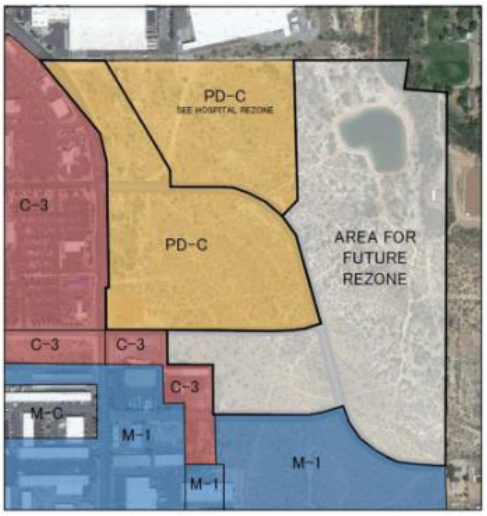
Hospital Future Expansion Parking		Parking Req.
Beds (2 spaces per bed)	48	96
Office and Other Areas (1/250 SF)	91,588	366
	Phase 2 Hospital Parking Required	462
	Phase 2 Total Parking Provided	462

Medical Office Building Parking		Parking Req.
Office (1/250 SF)	40,000	160
	Medical Office Building Parking Required	160
	Medical Office Building Parking Provided	160

Rezone Request:



EXISTING ZONING



PROPOSED ZONING

GARN DEVELOPMENT

SAINT GEORGE WHITE HILLS DEVELOPMENT
GENERAL PLAN AMENDMENT
SAINT GEORGE, UTAH

Colored Site Plan:

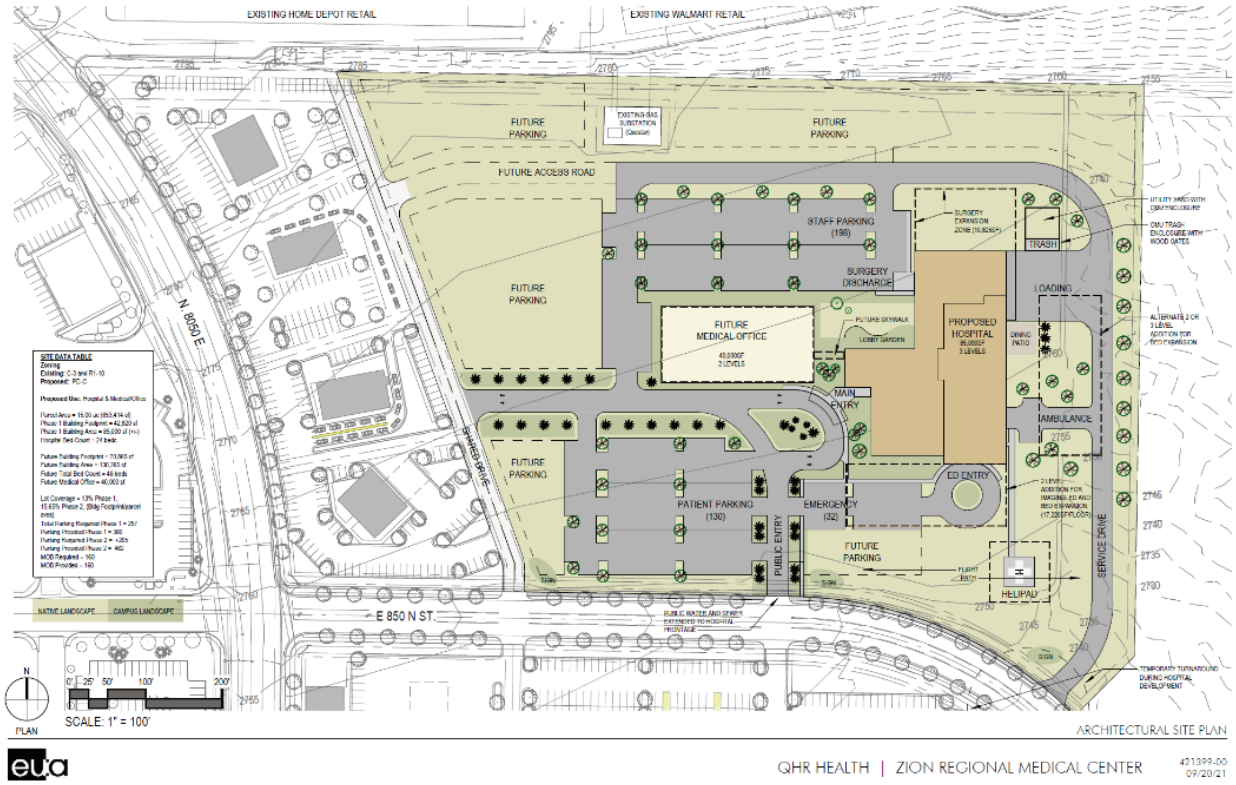


Exhibit B
PowerPoint Presentation

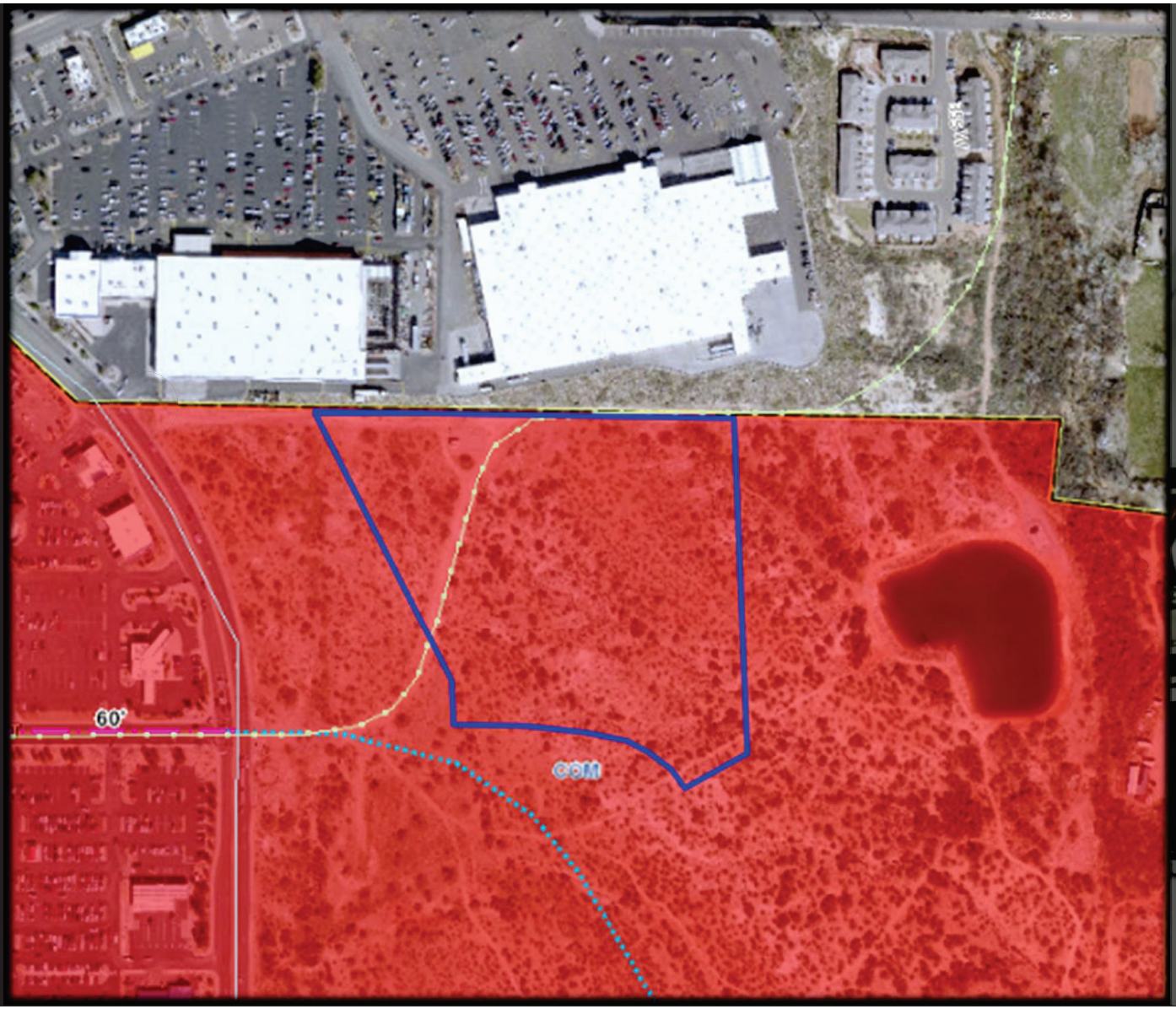
Zion Regional Medical Center



2021-ZC-076

Location


Red Hills Pkwy
I-15
Green Springs Dr
E 850 N ST
E 850 N ST
E 750 N ST
E 700 N ST
N 2720 E ST
N 2450 E ST
E 620 N ST
E 610 N ST
N 3050 E ST

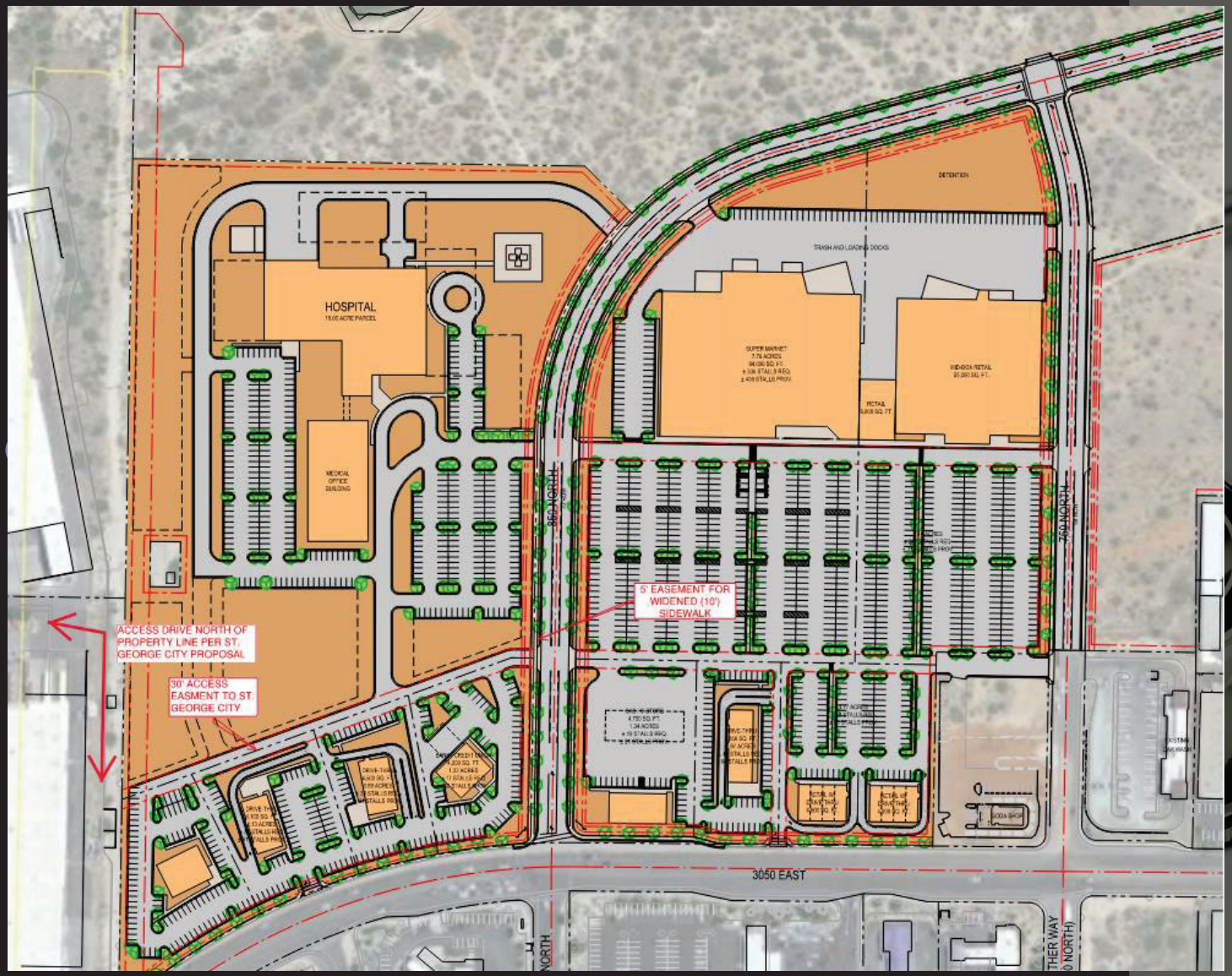


General Plan

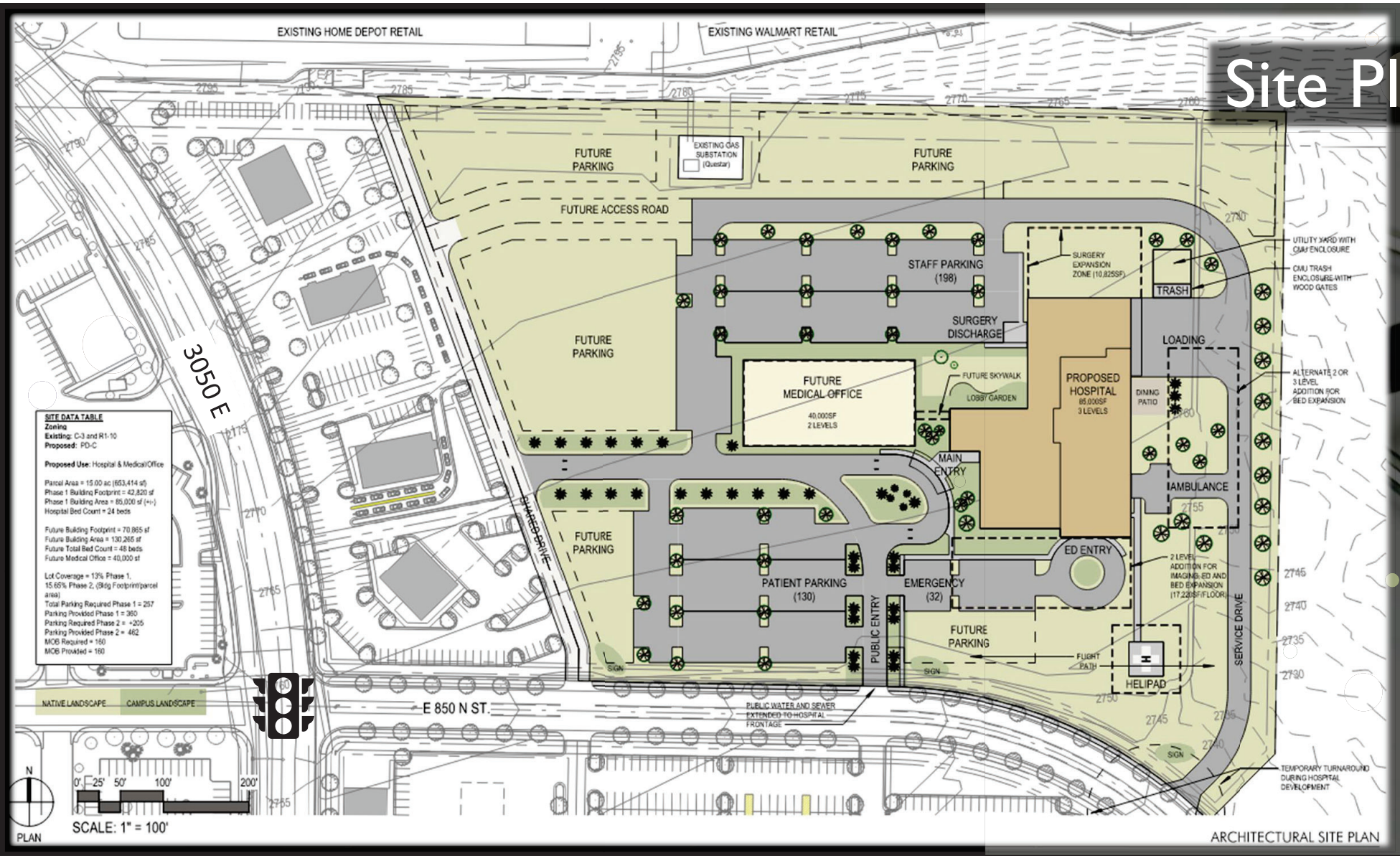
Zoning

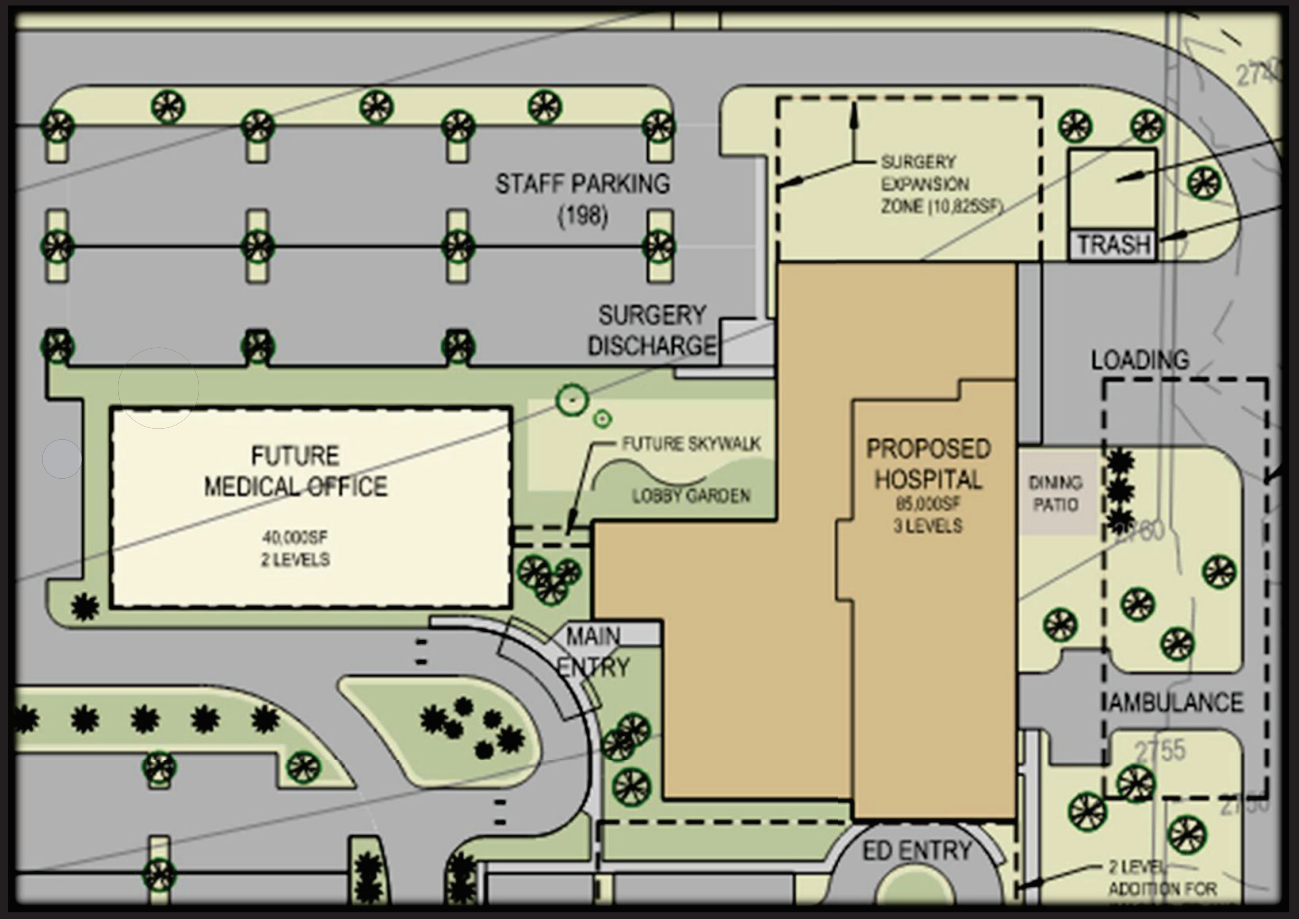


Area Concept Plan



Site Plan


EXISTING HOME DEPOT RETAIL
EXISTING WALMART RETAIL
FUTURE PARKING
EXISTING GAS SUBSTATION (Questar)
FUTURE PARKING
FUTURE ACCESS ROAD
STAFF PARKING (198)
SURGERY EXPANSION ZONE (10,825SF)
TRASH
UTILITY YARD WITH CMU ENCLOSURE
CMU TRASH ENCLOSURE WITH WOOD GATES
SURGERY DISCHARGE
LOADING
FUTURE PARKING
FUTURE MEDICAL OFFICE
40,000SF
2 LEVELS
FUTURE SKYWALK
LOBBY GARDEN
PROPOSED HOSPITAL
85,000SF
3 LEVELS
DINING PATIO
ALTERNATE 2 OR 3 LEVEL ADDITION FOR BED EXPANSION
3050 E
MAIN ENTRY
AMBULANCE
SHARED DRIVE
FUTURE PARKING
ED ENTRY
2 LEVEL ADDITION FOR IMAGING, ED AND BED EXPANSION (17,220SF/FLOOR)
PATIENT PARKING (130)
EMERGENCY (32)
PUBLIC ENTRY
FUTURE PARKING
SERVICE DRIVE
FLIGHT PATH
HELIPAD
SIGN
SIGN
SIGN
E 850 N ST.
PUBLIC WATER AND SEWER EXTENDED TO HOSPITAL FRONTAGE
TEMPORARY TURNAROUND DURING HOSPITAL DEVELOPMENT
SITE DATA TABLE
Zoning
Existing: C-3 and R1-10
Proposed: PD-C
Proposed Use: Hospital & Medical/Office
Parcel Area = 15.00 ac (653,414 sf)
Phase 1 Building Footprint = 42,820 sf
Phase 1 Building Area = 85,000 sf (+/-)
Hospital Bed Count = 24 beds
Future Building Footprint = 70,865 sf
Future Building Area = 130,265 sf
Future Total Bed Count = 48 beds
Future Medical Office = 40,000 sf
Lot Coverage = 13% Phase 1, 15.65% Phase 2, (Bldg Footprint/parcel area)
Total Parking Required Phase 1 = 257
Parking Provided Phase 1 = 360
Parking Required Phase 2 = +205
Parking Provided Phase 2 = 462
MOB Required = 160
MOB Provided = 160
NATIVE LANDSCAPE
CAMPUS LANDSCAPE
N
0' 25' 50' 100' 200'
SCALE: 1" = 100'
PLAN
ARCHITECTURAL SITE PLAN

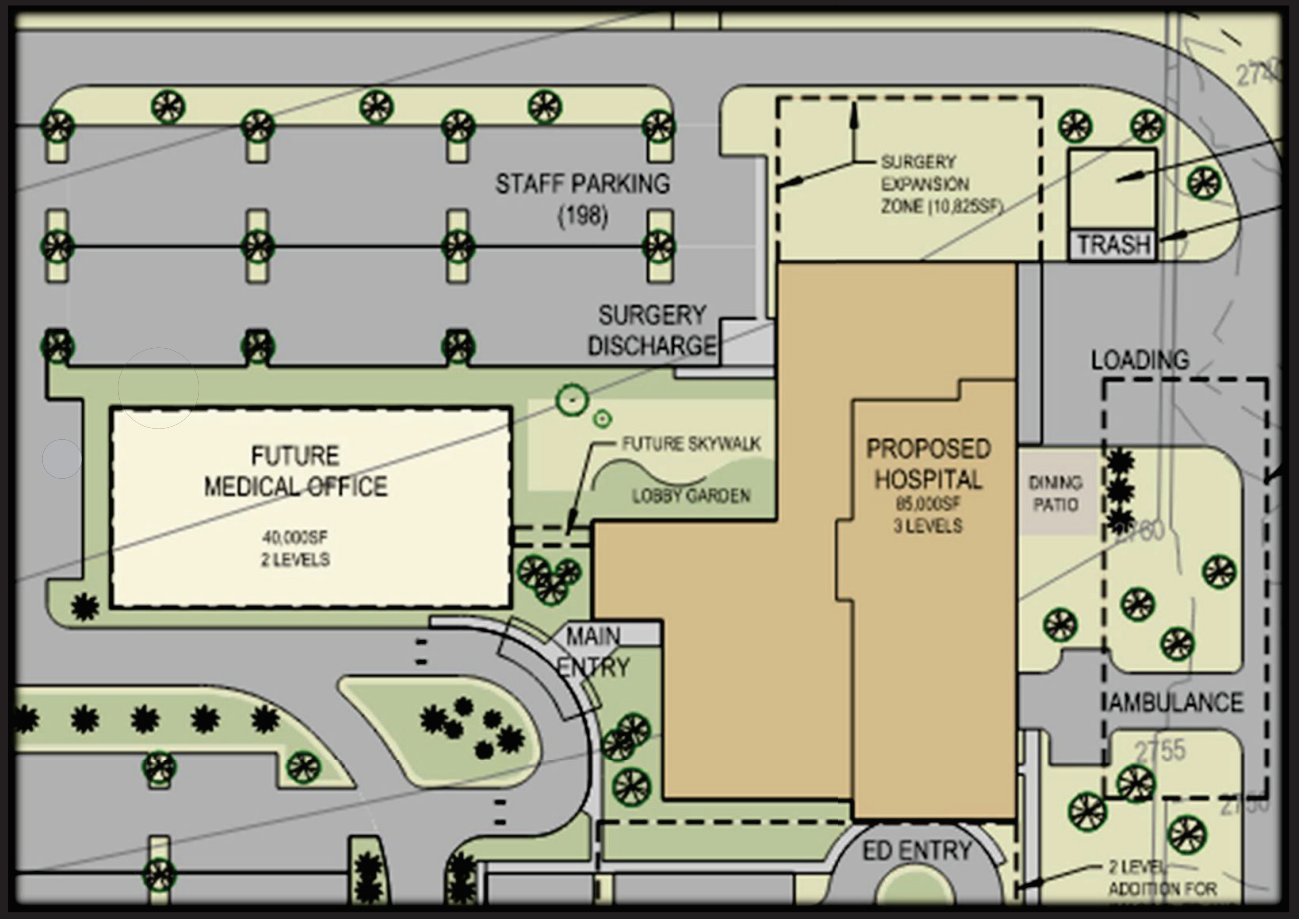


Hospital

- 85,000 sq. ft.
- 3 story
- 24 beds
- 4 operating rooms
- 12 emergency bays

Future Expansion:

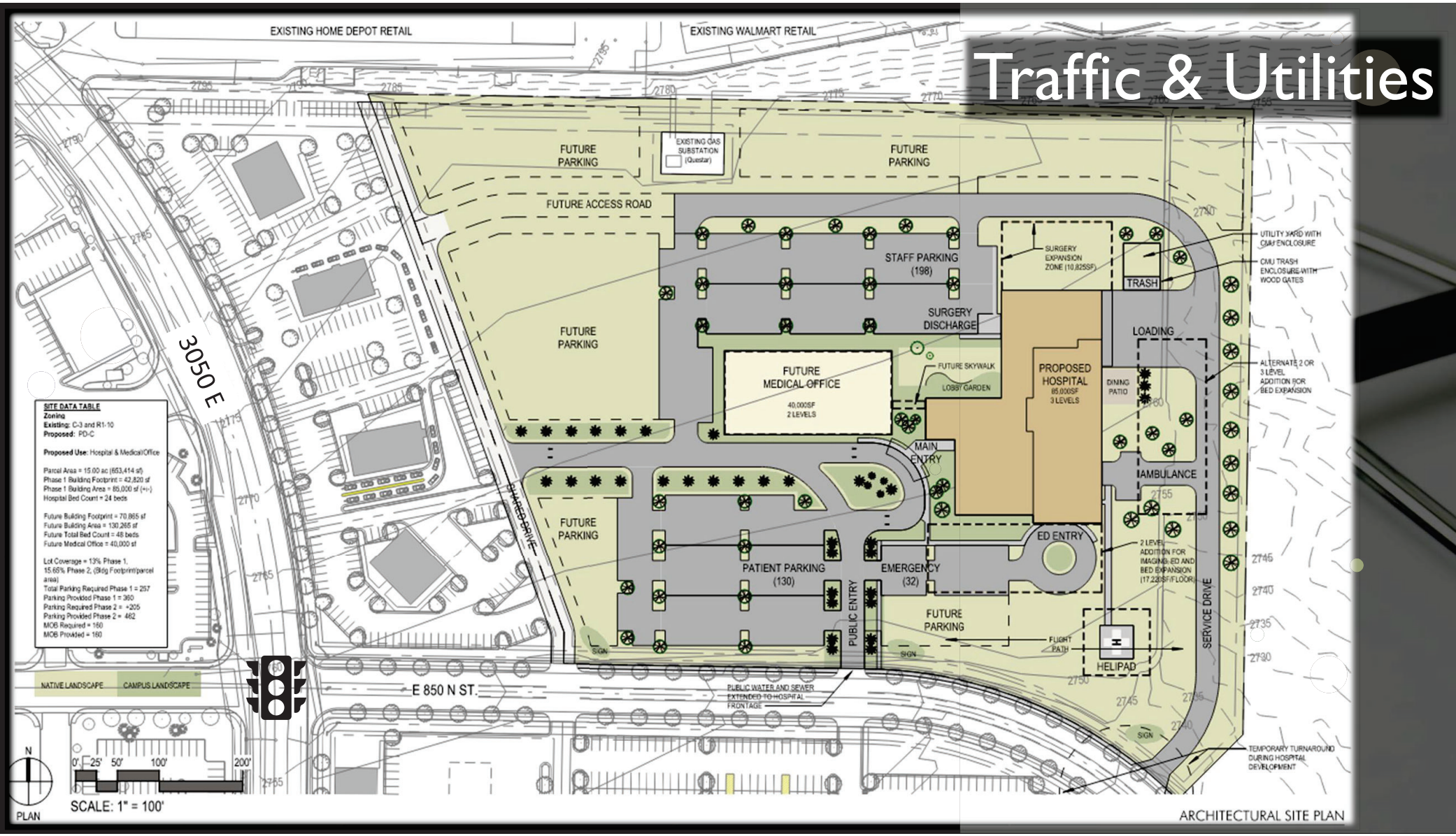
- 130,265 sq. ft.
- 48 beds

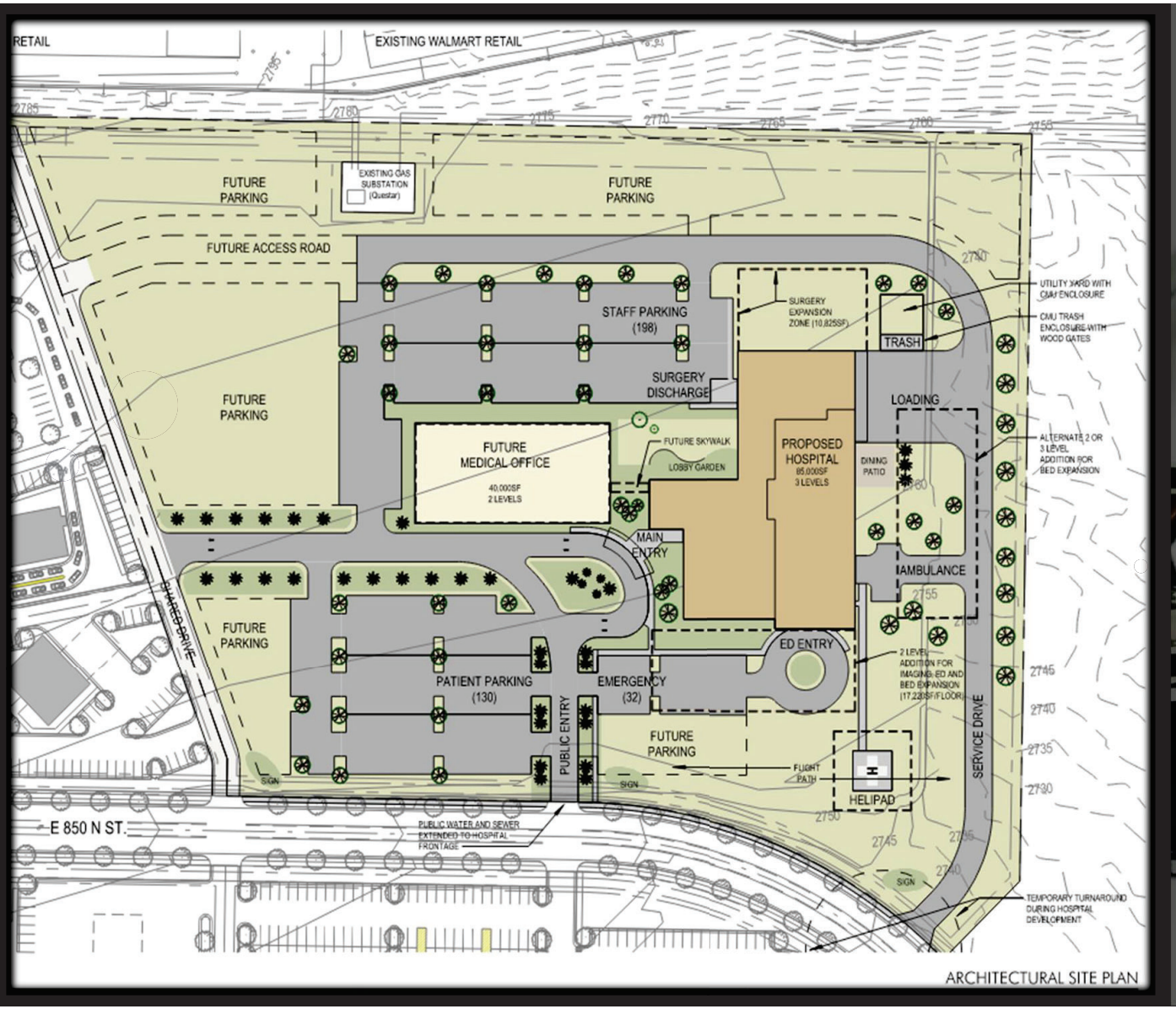


Future Medical Office

- 40,000 sq. ft.
- 2 story

Traffic & Utilities





Parking

Parking shown: **360** stalls. Parking was determined as:

Beds

2 stalls per bed @ 24 beds = 48 stalls

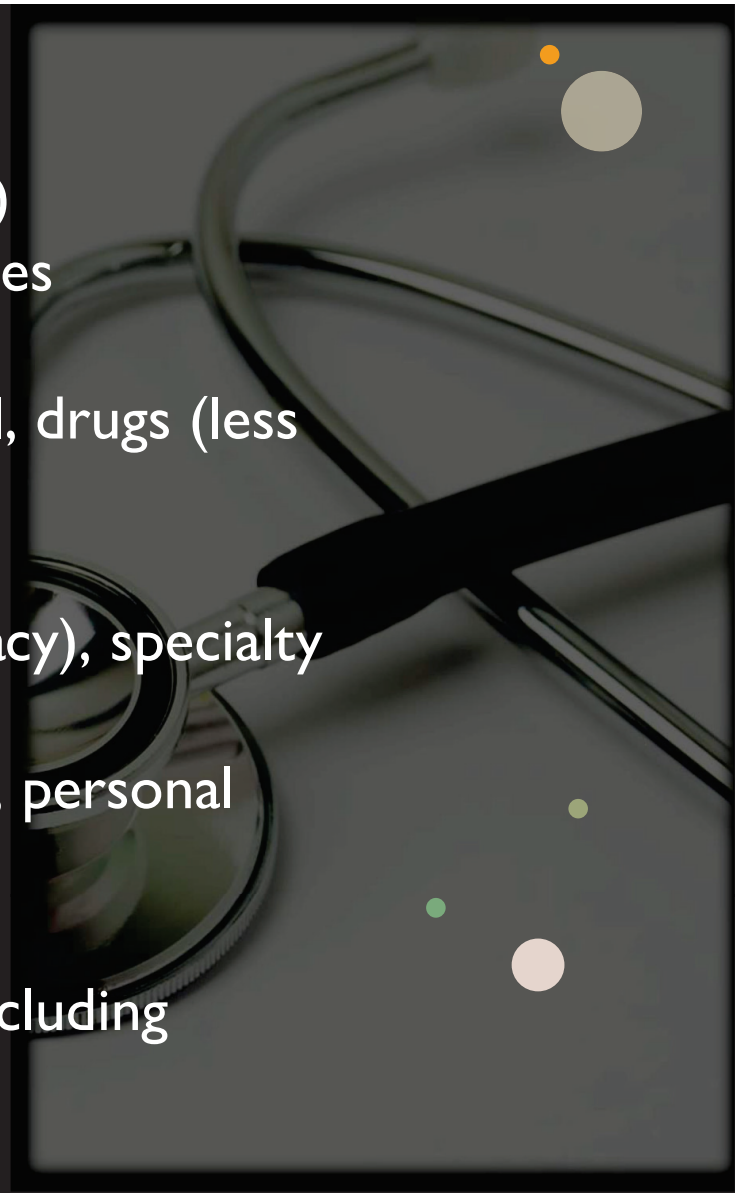
Office

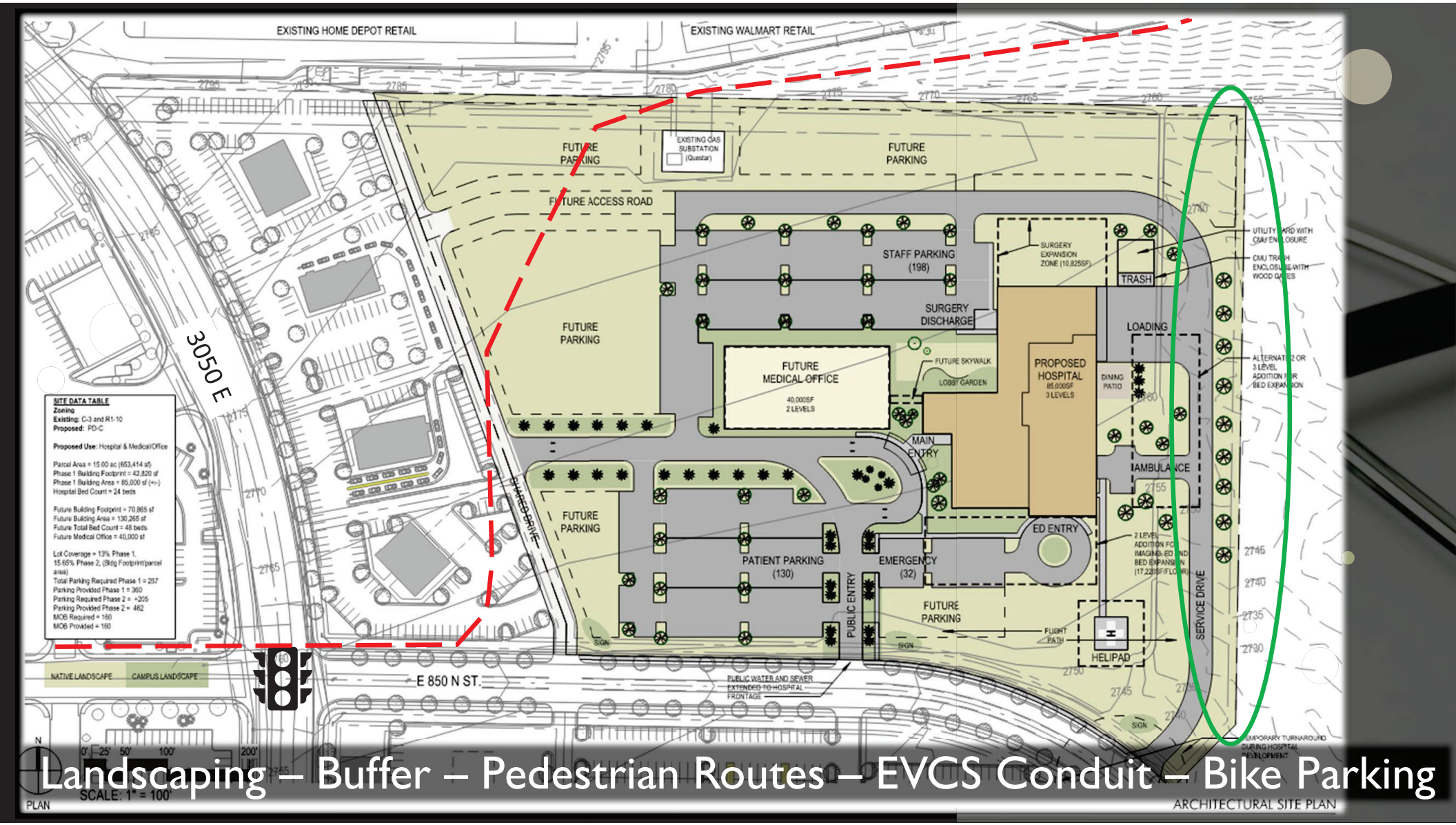
1 stall per 250sf @ 52,338sf = 209 stalls

Total Required = 257 stalls, over 103 stalls

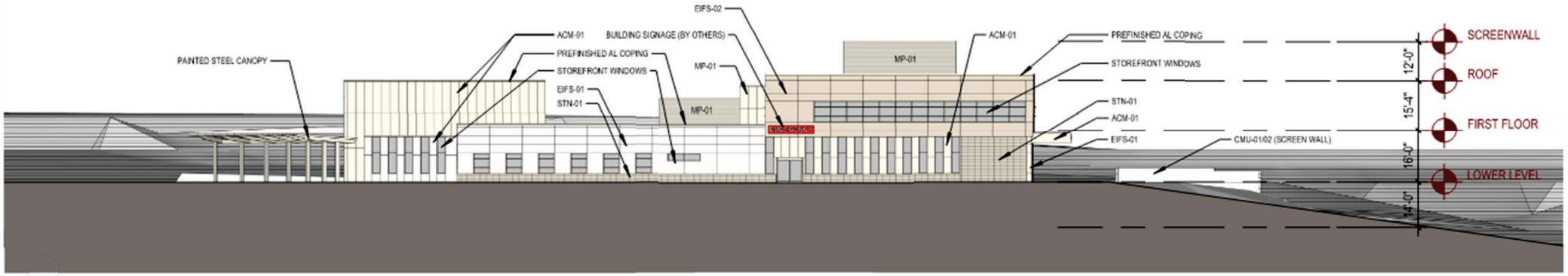
Use List

- Ambulance Service (including Helicopter)
- Financial, Medical, and professional services
- Hospital
- Counseling center, mental health, alcohol, drugs (less than 24 hr)
- Office
- Retail shops: drive-through sales (pharmacy), specialty sales (medical equipment/supplies)
- Service businesses: personal care service, personal instruction service
- Urgent care
- Communication transmission facilities, including wireless, primary, & height over 50’

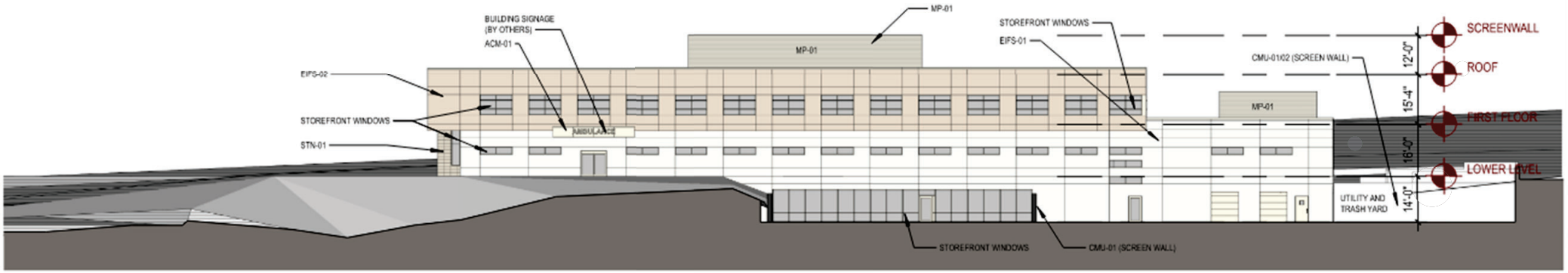




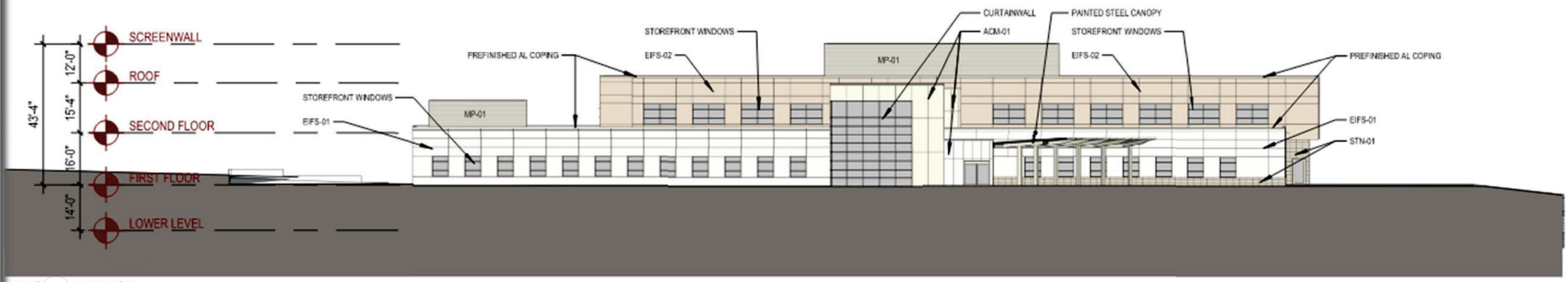
Landscaping – Buffer – Pedestrian Routes – EVCS Conduit – Bike Parking



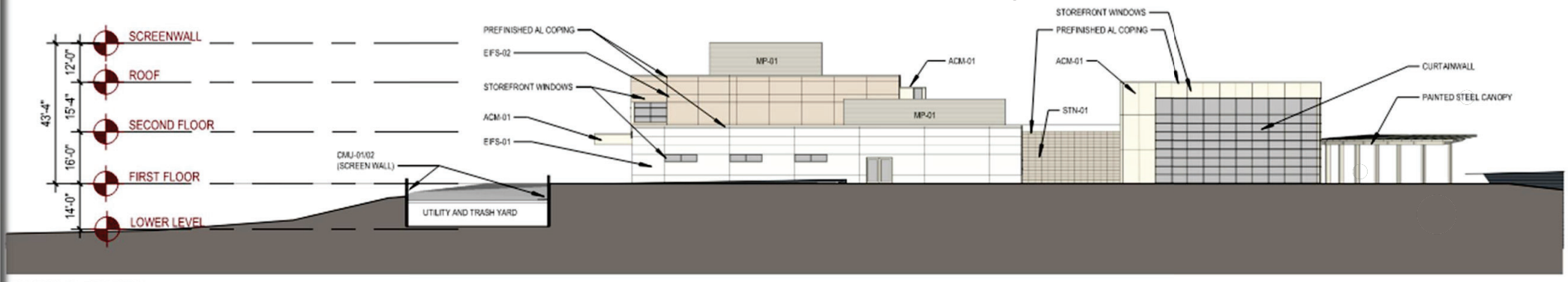
SOUTH ELEVATION



EAST ELEVATION



WEST ELEVATION



NORTH ELEVATION



PERSPECTIVE FROM E 850 N ST



EXTERIOR MATERIALS

RECOMMENDATION

Planning Commission recommended approval of this zone change with the following conditions:

1. The applicant meets all requirements found in Section 10-8D of the Zoning Regulations.
2. The applicant must provide a finalized copy of the traffic study for review by staff.
3. A maximum height of no more than 54' will be allowed for all structures.
4. A Communication Transmission Facility over 50' will need to meet the standards found in Section 10-17A-6 and go through a zone change amendment.
5. Pedestrian friendly access is provided from the hospital entrance east to the shared drive to access commercial development on 3050 East Street.
6. The applicant will work with staff on the accesses into Washington City.

The draft traffic study was received, and below are the additional recommendations from staff:

1. The DRAFT study does not address traffic volumes at the intersection of Red Cliffs/3050 E/Green Springs/Telegraph. However, based on the MPO travel demand model, a roadway connection between the proposed project and the Home Depot/Walmart development significantly improves the traffic at the Red Cliffs/3050 E intersection. As such, a driveway connection would need to be included in the dedicated ROW within the proposed project in the case that a connection is built (this would require Washington City to obtain additional easement from Home Depot, which hasn't fully occurred yet). If this driveway connection is constructed, the City will bear the costs of the driveway.
2. Provide a finalized copy of the project's traffic study for review.

ORDINANCE NO._____

AN ORDINANCE AMENDING THE CITY ZONING MAP BY AMENDING THE ZONE FROM C-3 (GENERAL COMMERCIAL) AND R-1-10 (SINGLE FAMILY RESIDENTIAL MINIMUM LOT SIZE 10,000 SQUARE FEET) TO PD-C (PLANNED DEVELOPMENT COMMERCIAL) ON APPROXIMATELY 15 ACRES LOCATED EAST OF 3050 EAST STREET AND NORTH OF 750 NORTH.

(Zion Regional Medical Center)

WHEREAS, the property owner has requested a zone change from C-3 (General Commercial) and R-1-10 (Single Family Residential Minimum Lot Size 10,000 Square Feet) To PD-C (Planned Development Commercial) on approximately 15 acres located east of 3050 East Street and north of 750 North; and

WHEREAS, the Planning Commission held a public hearing on the requested zone change; and

WHEREAS, the City Council held a public meeting on this request on December 2, 2021; and

WHEREAS, the City Council has determined that the requested amendment to the Zoning Map is justified at this time, and is in the best interest of the health, safety, and welfare of the citizens of the City of St. George.

NOW, THEREFORE, BE IT ORDAINED, by the St. George City Council, as follows:

Section 1. Repealer. Any provision of the St. George City Code found to be in conflict with this Ordinance is hereby repealed.

Section 2. Enactment. The City Zoning Map is hereby ordered to be changed from C-3 (General Commercial) and R-1-10 (Single Family Residential Minimum Lot Size 10,000 Square Feet) To PD-C (Planned Development Commercial)on approximately 15 acres located east of 3050 East Street and north of 750 North. The location of the zone change is more specifically described on the attached property legal description, incorporated herein as Exhibit “A”, and parcel exhibit, incorporated herein as Exhibit “B”.

Section 3. Severability. If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section 4. Effective Date. This Ordinance shall take effect immediately on the date executed below, and upon posting in the manner required by law.

APPROVED AND ADOPTED by the St. George City Council, this 2nd day of December 2021.

_____
Michele Randall, Mayor

ATTEST:

_____
Christina Fernandez, City Recorder

Exhibit "A" – Legal Description

ROSENBERG ASSOCIATES™
CIVIL ENGINEERS LAND SURVEYORS

Exhibit "A"

Beginning at a point on the section line, said point being North 89°02'41" West 1,939.76 feet along the section line from the Northeast Corner of Section 22, Township 42 South, Range 15 West, Salt Lake Base & Meridian, and running;

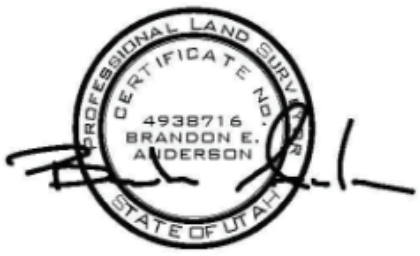
thence South 89°02'41" East 1,060.78 feet along said section line;
thence South 00°57'20" West 749.07 feet;
thence South 45°00'00" West 110.03 feet;
thence Northwest 411.27 feet along an arc of a 535.00 foot radius curve to the left (center bears South 45°00'00" West, long chord bears North 67°01'20" West 401.22 feet with a central angle of 44°02'41");
thence North 89°02'41" West 367.00 feet;
thence North 00°57'19" East 37.08 feet;
thence North 20°00'00" West 686.01 feet to the Point of Beginning.

Less and excepting the following parcel:

Beginning at a point being North 89°02'41" West 1,512.28 feet along the section line and South 40.00 feet from the Northeast Corner of Section 22, Township 42 South, Range 15 West, Salt Lake Base & Meridian, and running;

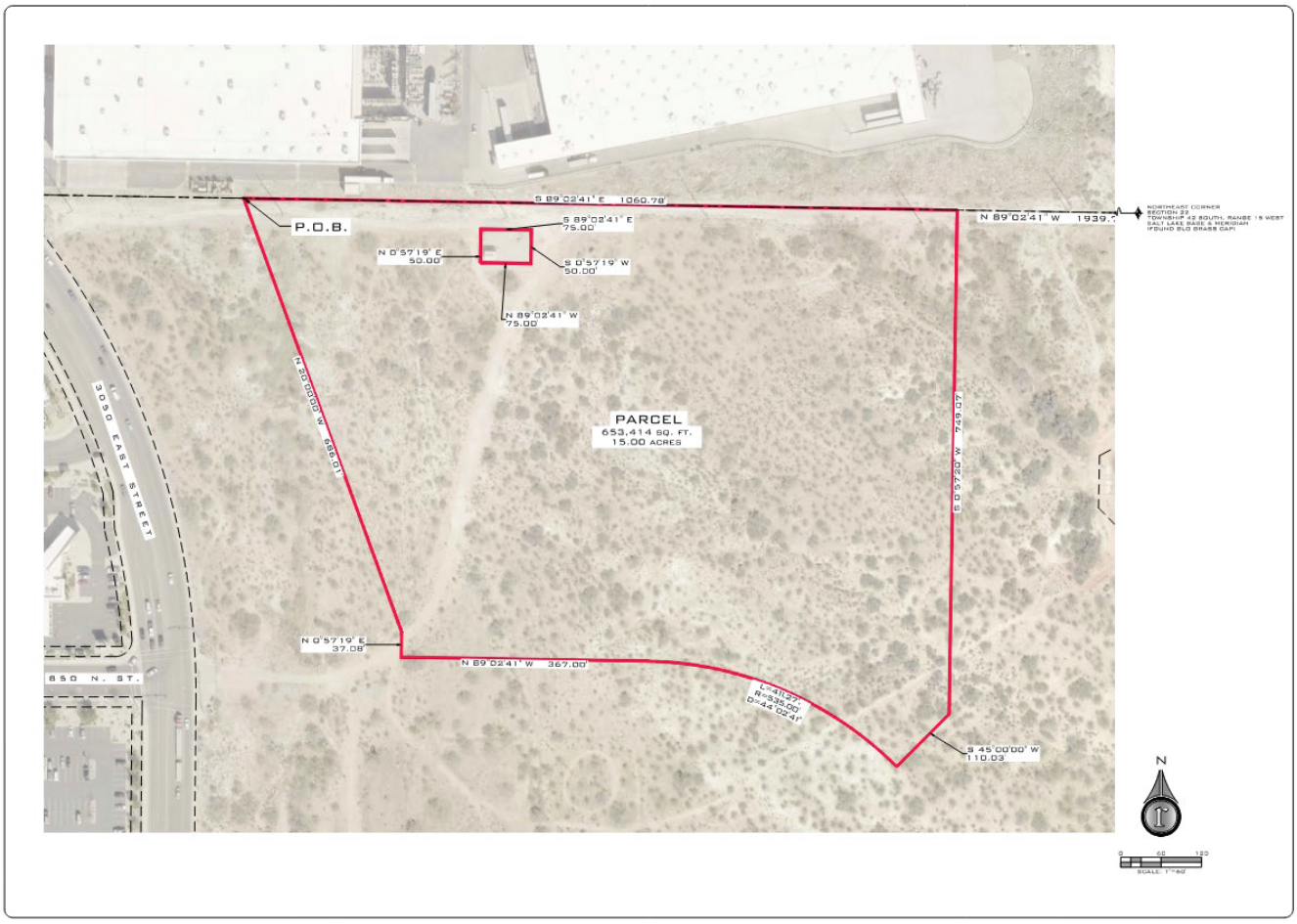
thence South 00°57'19" West 50.00 feet;
thence North 89°02'41" West 75.00 feet;
thence North 00°57'19" East 50.00 feet;
thence South 89°02'41" East 75.00 feet to the Point of Beginning.

Containing 653,414 square feet or 15.00 acres.



September 16, 2021

Exhibit “B” – Parcel Exhibit



DRAFT

Agenda Item Number : 08

Request For Council Action

Date Submitted	10/27/2021 08:37 AM
Proposed City Council Date	12/02/2021
Applicant	Scott Sandberg
Subject	Consider approval of an ordinance changing the zone from C-3 (General Commercial), M-1 (Manufacturing), and R-1-10 (Single Family Residential) to PD-C (Planned Development Commercial) on approximately 26.99 acres located east of 3050 East Street, north of 750 North Street to be known as St. George White Hills Development. Case No. 2021-ZC-074
Background	The underlying general plan land use is COM (Commercial) with adjacent zoning of R-1-10 (Single Family Residential), C-3 (General Commercial), and M-1 (Manufacturing). The Planning Commission recommended approval.
Proposed Resolution	Planning Commission recommends approval.
Cost	$
Action Taken	tabled
Requested by	Carol Davidson
File Attachments	2021-zc-074whitehillsccpacket113021111852.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**

PLANNING COMMISSION AGENDA REPORT: 10/12/2021
CITY COUNCIL AGENDA REPORT: 12/02/2021

St. George White Hills Commercial Development Zone Change (Case No. 2021-ZC-074)		
Request:	This is a request to rezone 23 acres from C-3 (General Commercial), M-1 (Manufacturing), and R-1-10 (Single Family Residential) to PD-C (Planned Development Commercial) to develop a new commercial center.	
Applicant:	Scott Sandberg	
Representative:	Garrett Goff	
Location:	The property is located east of 3050 East Street, north of 750 North Street.	
General Plan:	COM (Commercial)	
Existing Zoning:	C-3 (General Commercial), M-1 (Manufacturing), and R-1-10 (Single Family Residential)	
Surrounding Zoning:	North	C-3 (General Commercial) and R-1-10 (Single Family Residential)
	South	C-3 (General Commercial) and M-1 (Manufacturing)
	East	M-1 (Manufacturing) and R-1-10 (Single Family Residential)
	West	C-3 (General Commercial)
Land Area:	Approximately 26.99 acres	



BACKGROUND:
This is an initial zone change request to create a new planned development commercial (PD-C) zone for the purpose of developing a new commercial center to be located east of 3050 East Street and north of 750 North Street. This zone change request will be to approve the PD-C zone along with the conceptual layout and use list only; the applicant will need to return for an amendment with each new building design.

The conceptual layout is included, it is proposed to have four mid-box pads and one retail pad along with eight out lots designed for restaurant, service, and gas station/C store uses. The proposed use list is attached as Exhibit A. Staff does have comments concerning a few of the uses. Staff's comments are listed after the use which has been italicized:

1. *Animal hospital and veterinary clinic, including overnight care of large animals (no boarding).* This use is allowed as a permitted with standards use.
2. *Car wash.* A car wash is only permitted in a PD-C (Planned Development Commercial). This zone change request would change this zone to PD-C; however, the applicant does not have any plans to present at this time. Staff proposed that this use be removed at this time, and if and when they are ready to build a car wash at this location, they propose to add this use at that time.
3. *Large floor area building (20,000 sq. ft. or more ground floor aggregate).* This use requires a CUP (Conditional Use Permit) in the commercial zones; however, since this request is to create a PD-C, a CUP would not be needed as 20,000 sq. ft. buildings are permitted through the approval process.
4. *Crematorium, independent human*. Crematoriums produce a fine dust particle that could be detrimental to the health of children and the elderly. Since residential development is proposed nearby, this use may not be appropriate.

Apart from the conceptual layout and use list, the applicant will be required to complete a traffic study for this area. They are currently working on completing the traffic study, and we expect the traffic report to be completed by the last week of October when our engineers will be able to formally review it. In addition, there is a planned pedestrian path that heads east along 850 North Street and then turns north to meet up with a planned Washington City trail on the east side of Walmart. The developer will be required to put in the pedestrian path and will work with our engineers to do so.

RECOMMENDATION:
Planning Commission recommended approval of this Zone Change with the following conditions:

1. The following uses be removed:
    a. Car wash
    b. Large floor area building (20,000 sq. ft. or more ground floor aggregate)
    c. Crematorium, independent human

2. Permitted with Standards (PS) is added to the Animal hospital and veterinary clinic, including overnight care of large animals (no boarding) use.

3. The applicant meets all requirements found in Section 10-8D of the Zoning Regulations.

4. If the traffic study produces any concerns, they will be mitigated by staff during the site plan review process.

5. The applicant will work with staff on the accesses into Washington City.

ADDITIONAL RECOMMENDATION:

The draft traffic study was received, and below are the additional recommendations from staff:

1. Proposed access 3 is located on the inside of a curve. We typically don't allow that unless there are sight restrictions for any buildings, walls, landscaping, etc. within the sight triangle for the intersection. It would be best if access 3 were moved to the straight section of roadway to the south.

2. Proposed access 5 is shown as an offset driveway (i.e., doesn't line up with the Costco driveway across the street) approx. 150 ft away from the opposing driveway. This is too close and should be lined up with the Costco driveway.

3. The proposed project shows two roadway connections to the east which line up with a future Foothill Dr connection and with 840 S, both of which are in Washington City. The southernmost access to 840 S will likely be the one connection built/connected during development of the property. The northern connection may be many years before it's connected, but planning for the possible connection should still occur with this proposed project.

4. The DRAFT study does not address traffic volumes at the intersection of Red Cliffs/3050 E/Green Springs/Telegraph. However, based on the MPO travel demand model, a roadway connection between the proposed project and the Home Depot/Walmart development significantly improves the traffic at the Red Cliffs/3050 E intersection. As such, a driveway connection would need to be included in the dedicated ROW within the proposed project in the case that a connection is built (this would require Washington City to obtain additional easement from Home Depot, which hasn't fully occurred yet). If this driveway connection is constructed, the City will bear the costs of the driveway.

5. The proposed project will need to drain wastewater and storm water to the south between Lots 5 (3243 East) and 6 (3287 East) of the Millcreek Industrial Park. This will require a drainage and utility easement. An additional access for maintenance and public access between these two properties would be a desired improvement

in order to provide an additional connection to the existing traffic signal which is located on Deseret Dr/3050 East.

6. If the project is planned to be built in phases, the developer will be required to provide an anticipated schedule of those phases. There are sections or areas of the development, because of storm and sewer drainage, that would need the drainage and utility easement before these specific areas are constructed/finalized. The proposed schedule would provide the City the appropriate information so as to time the approvals with the necessary obtained elements (e.g., easements and roadway connections).

7. Provide a finalized copy of the project's Traffic Study for review.

ALTERNATIVES:

1. Approve as presented.
2. Approval with additional conditions.
3. Deny.
4. Table the proposed zone change to a specific date.

POSSIBLE MOTION:

I move we approve the St. George White Hills Commercial Development zone change from C-3 (General Commercial), M-1 (Manufacturing), and R-1-10 (Single Family Residential) to PD-C (Planned Development Commercial) with the conditions recommended by the Planning Commission.

FINDINGS FOR APPROVAL:

1. The proposed amendment meets the requirements of the original zone change as approved by City Council.
2. There will be adequate parking on site to facilitate the development.

Exhibit A
Proposed Use List

LIST OF PROPOSED USES FOR SAINT GEORGE WHITE HILLS DEVELOPMENT

- Alcohol establishments, including the following:
  - Off-premise beer retailer.
  - Microbrewery or micro winery (with restaurant or bar establishment).
- Ambulance service.
- Indoor amusement activities such as paintball, miniature golf, arcade, etc.
- Animal Services including the following:
  - Animal boarding/care for small animals only and boarded for less than 30 days a year; provided, conducted completely within enclosed building.
  - Animal hospital and veterinary clinic, including overnight care of large animals (no boarding).
- Automobile and vehicle services, limited to the following uses:
  - Automobile parts sales (new parts only); provided, conducted entirely within completely enclosed building.
  - Automobile rental (vehicles up to 26' in length)
  - Automobile repair, storage, including paint, body and fender, brake, muffler, upholstery, or transmission work; provided, conducted within completely enclosed building.
  - Car wash.
  - Tire sales and services; provided, conducted entirely within completely enclosed building.
- Convenience markets with gas pumps/gas stations.
- Counseling center, mental health, alcohol, drugs (non-residential, less than 24 hours).
- Financial, medical, and professional offices.
- Food service establishments, including the following and similar uses:
  - Catering establishment.
  - Restaurant.
  - Drive-thru.
- Government facilities and public services.
- Hospital.
- Hotel/Motel.

- Nursing home.
- Offices.
- Large floor area building (20,000 sq. ft. or more ground floor aggregate).
- Retail shops:
    - Antique store.
    - Athletic and sporting goods store.
    - Department store.
    - Drive-through sales (pharmacy, dairy products, etc.)
    - Furniture sales and repair.
    - Household appliance sales and service.
    - Paint or wallpaper store.
    - Pawnshop.
    - Seed and feed store (retail).
    - Specialty sales (medical equipment/supplies).
    - Supermarket/grocery store.
    - Thrift shop/second hand store/ consignment store (no outside storage and no drop-off of items during the hours the business is closed).
    - Vegetable stand.
- Payday lending/title lending.
- Service Businesses, limited to the following:
    - Body piercing, ancillary to permitted use.
    - Carpet and rug cleaning.
    - Child care center.
    - Construction trade services, plumbing shop, electric shop, etc.
    - Crematorium, independent human.
    - Educational institutions, schools, college, learning centers, trade schools (no residential or 24-hour facilities).
    - Gunsmith.
    - Janitor service and supply.
    - Locksmith.
    - Mortuary.
    - Cosmetic services.
    - Personal care services.
    - Personal instruction services.
    - Pest control and extermination.
    - Pet grooming.
    - Printing, lithographing, publishing, or reproduction sales and service.
    - Psychic, tarot card reader, fortune teller, hypnotist, etc.
    - Sign sales.
    - Tattoo establishment.
- Transportation, limited to the following uses:
    - Bus terminal.
    - Taxi/shuttle service.

Exhibit B
Applicant's Narrative

GARN DEVELOPMENT

Planned Development Commercial Initial Zone Change

Summary:

The applicant is looking to change the zone on part of the acreage at approximately 3050 E 850 N. on parcels SG-5-2-22-112, SG-5-2-22-111, SG-5-2-22-12. The request is to change the C-3 zone to PD-C and change some of the R-1-10 zone to PD-C. The rest of the R-1-10 zone and some of the M-1 zone to the South will be an "area for future rezone". We are proposing retail shops along 3050 E. with a Hospital on the NE side of the rezoned PD-C, then we will have mid box retail at the SE side of the rezoned PD-C. The area for future rezone, we will look to have high density residential along with mid density residential. The balance of the area to the south will remain M-1. Thank you for your time and consideration.

Exhibit C
Citizen Comment

From: Andrew Christensen
Sent: Friday, October 8, 2021 2:48 PM
To: Carol Davidson
Subject: Re: Planning & Zoning Meeting Tuesday 10/12 5pm, St. George, UT

Hi Carol:

Thank you for your email.

I think the biggest questions we would have would be the obvious increased congestion on N. 3050 E., and Red Cliffs Drive.

The main statement we would have would be the potential widening of N. 3050 E., and widening of Red Cliffs Drive to accommodate the increased congestion for the large developments.

Would the developers being sharing the cost to widen the roads, or would this be a potential local roads or transportation municipality that will ultimately have to complete and fund the road improvements?

Thank you again for your email, and let me know if you have any questions.

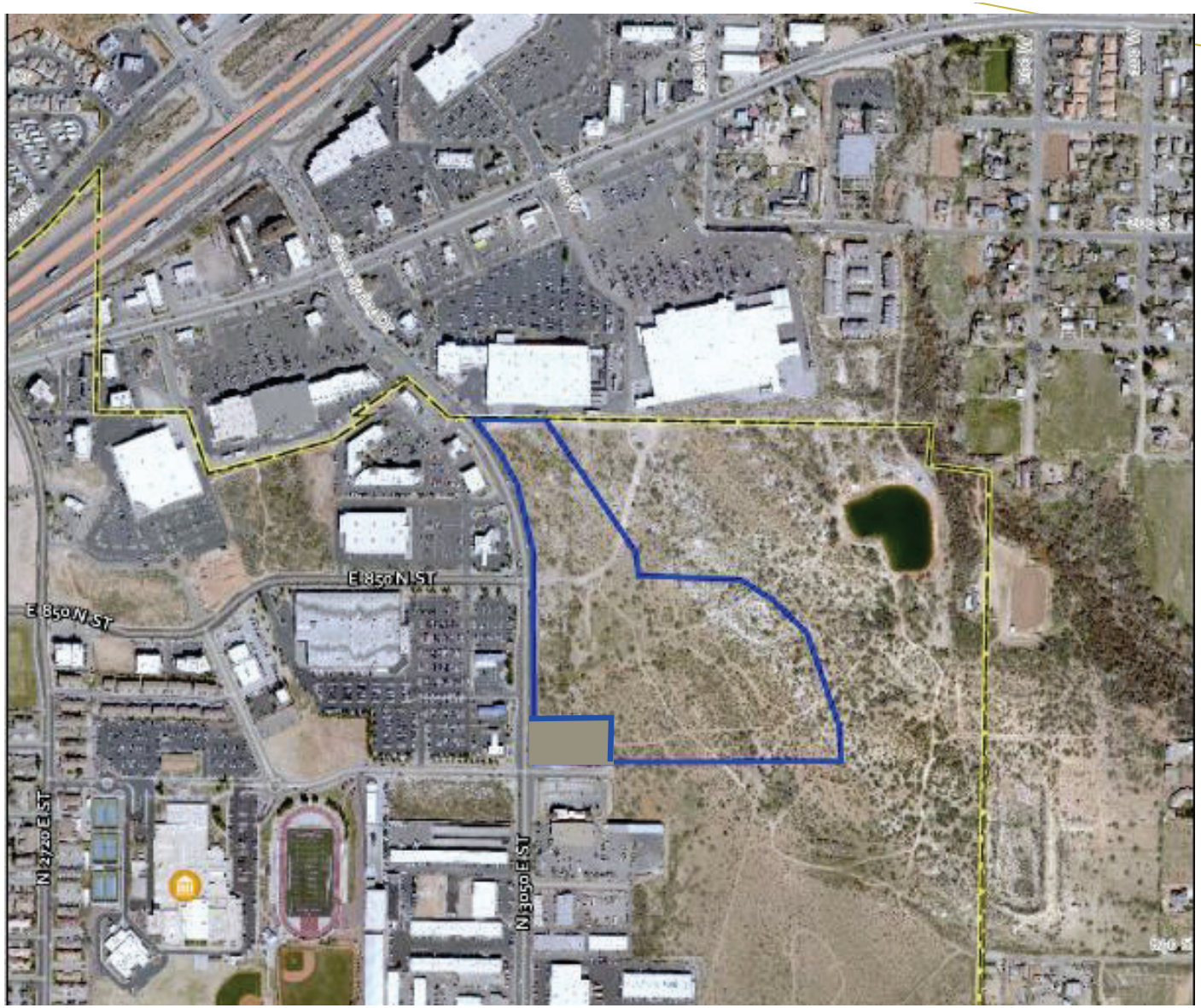
Andrew Christensen
Real Estate Manager
Sportsman's Warehouse

Exhibit D
PowerPoint Presentation

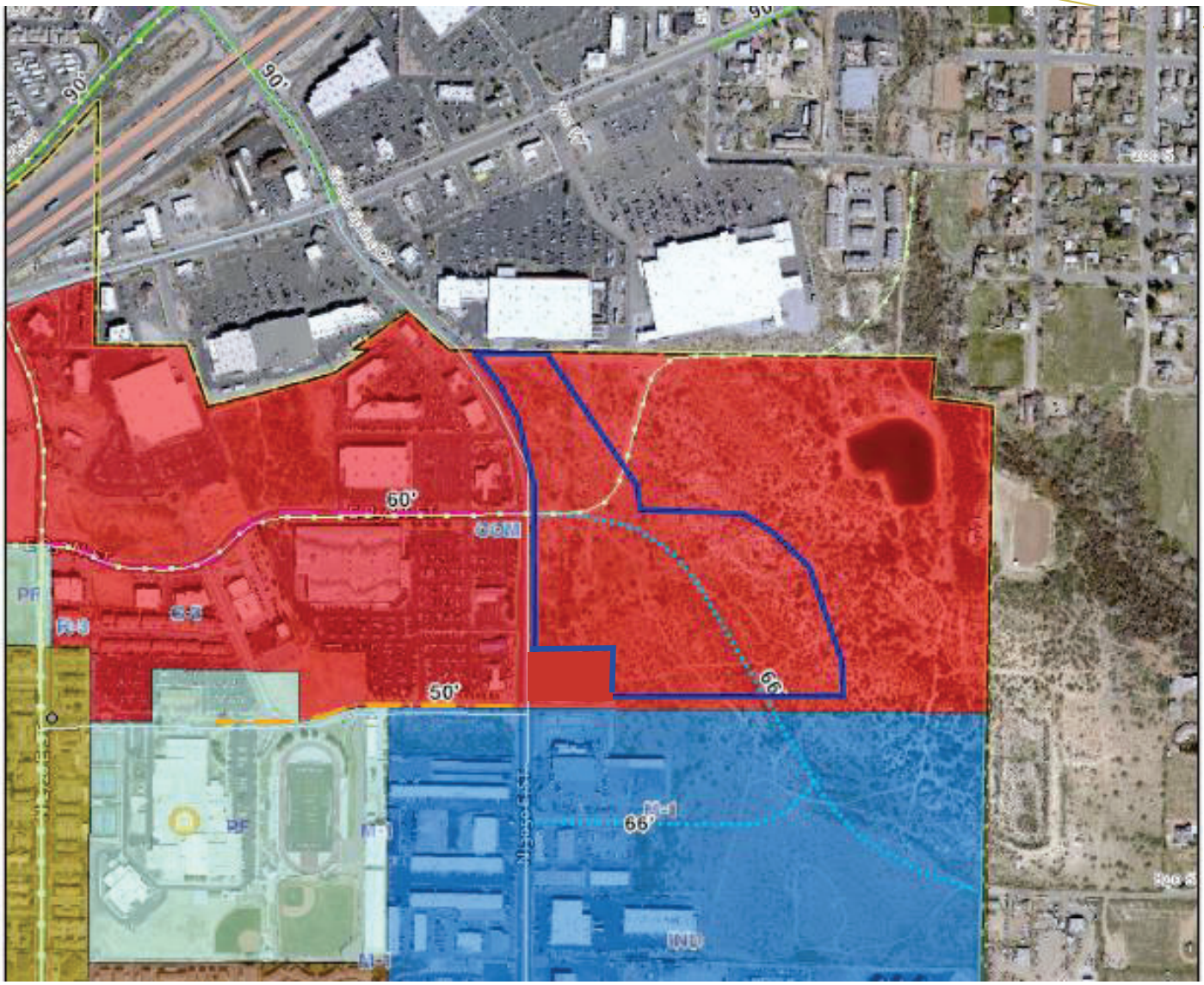
ST GEORGE WHITE HILLS COMMERCIAL DEVELOPMENT

2021-ZC-74

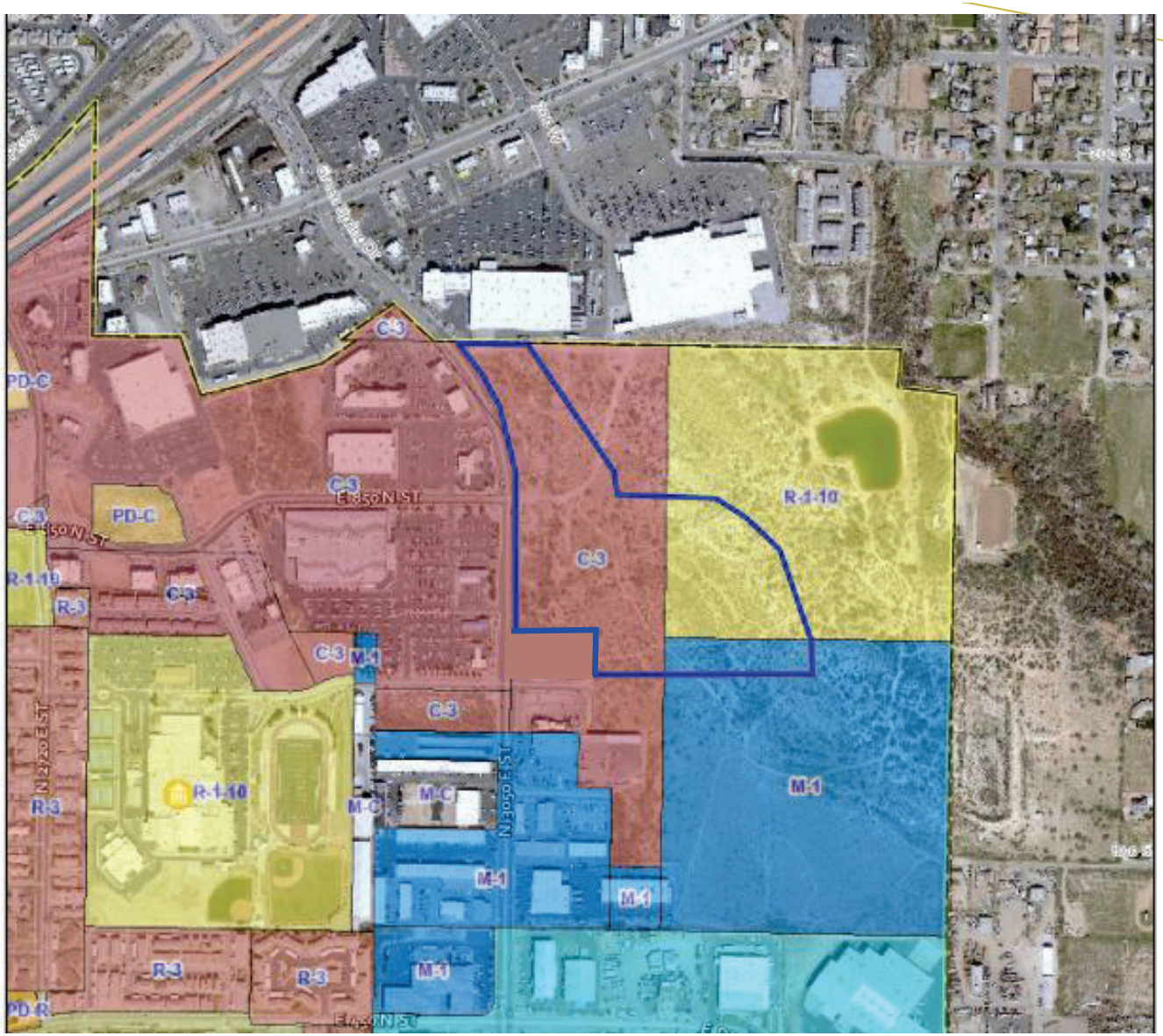




LOCATION

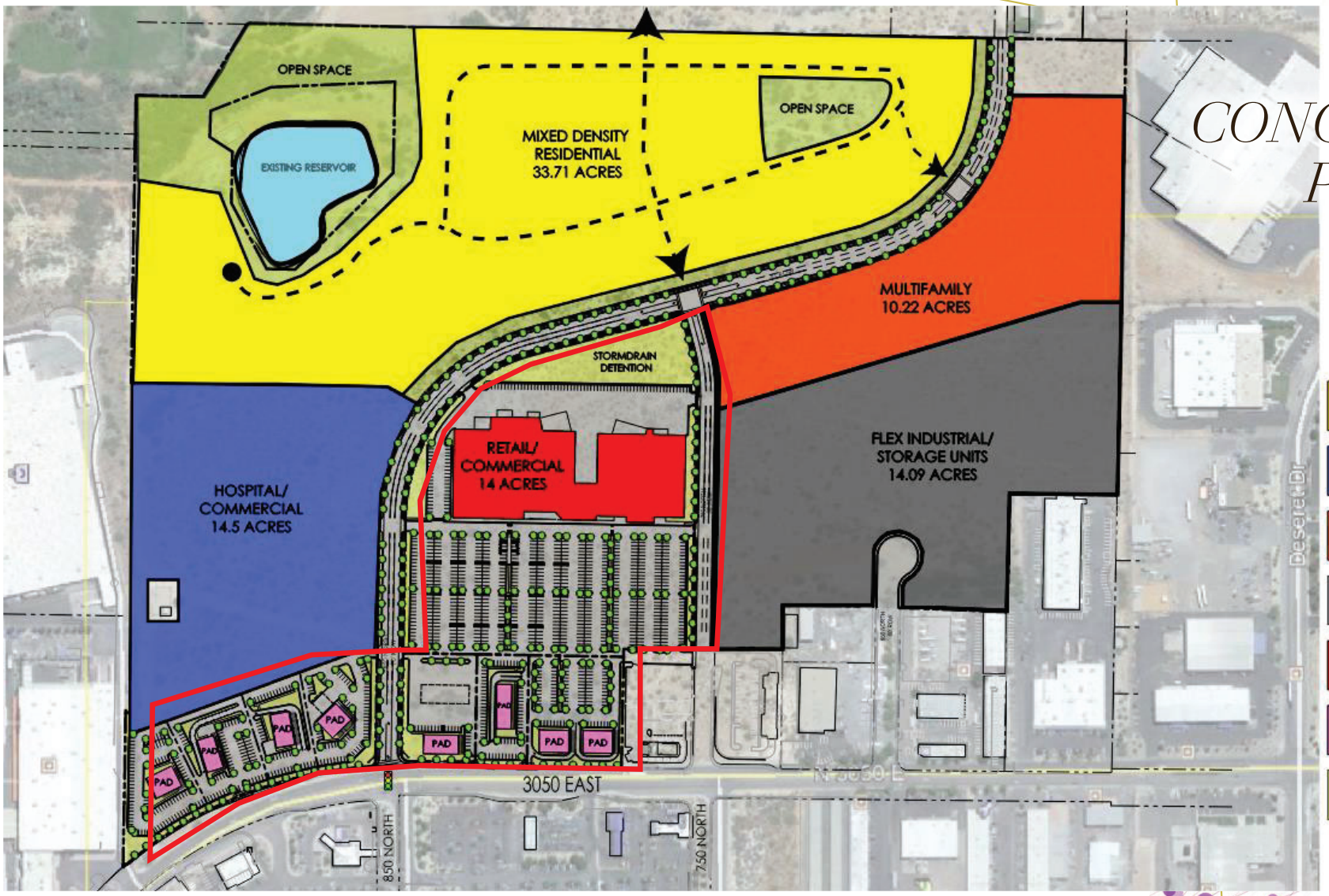


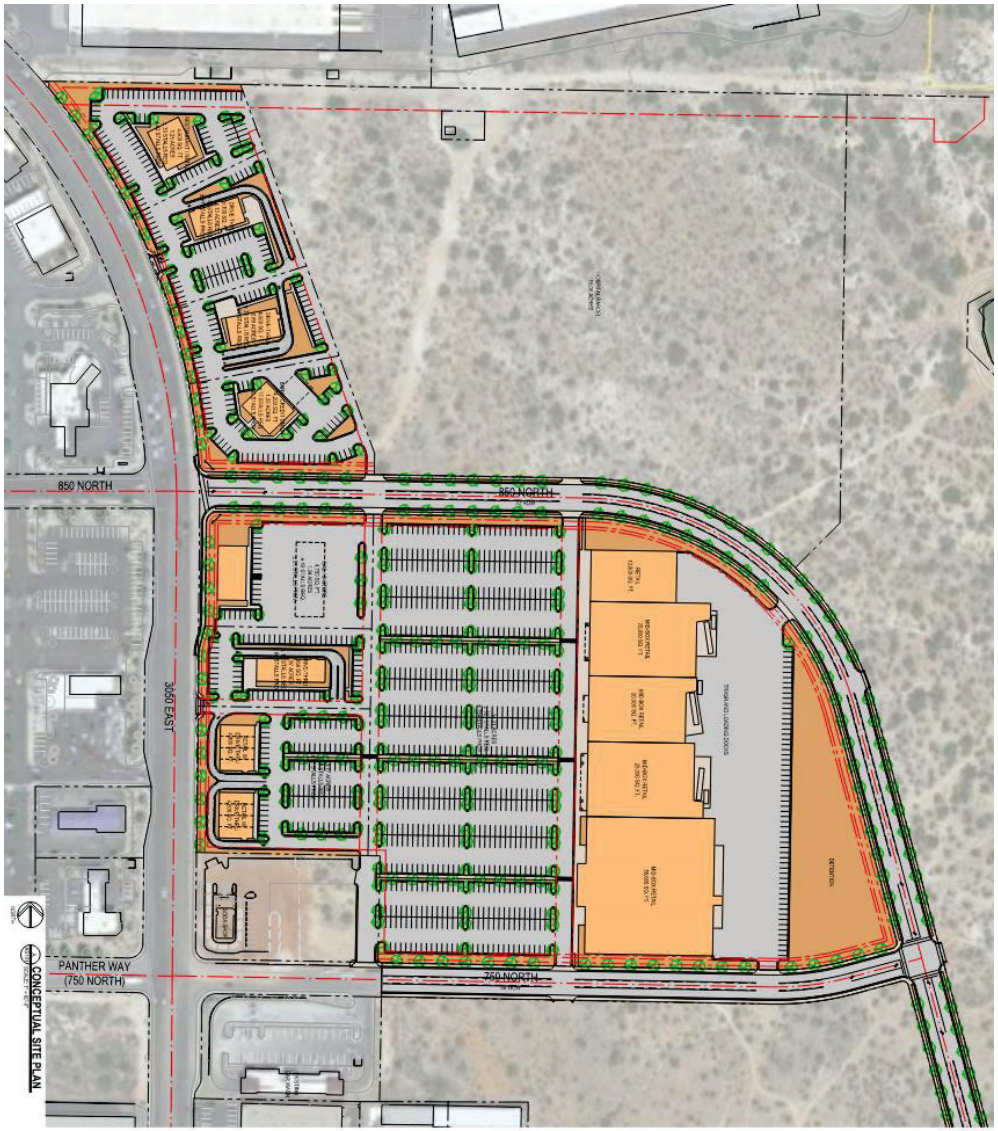
GENERAL PLAN


C-3
PD-C
C-3
E 850 N ST
PD-C
C-3
E 850 N ST
R-1-10
C-3
R-1-10
R-3
C-3
C-3
M-1
M-1
C-3
N 2700 E ST
R-1-10
R-3
M-C
M-C
N 2650 E ST
M-1
M-1
M-1
R-3
R-3
M-1
PD-R
E 850 N ST

ZONING

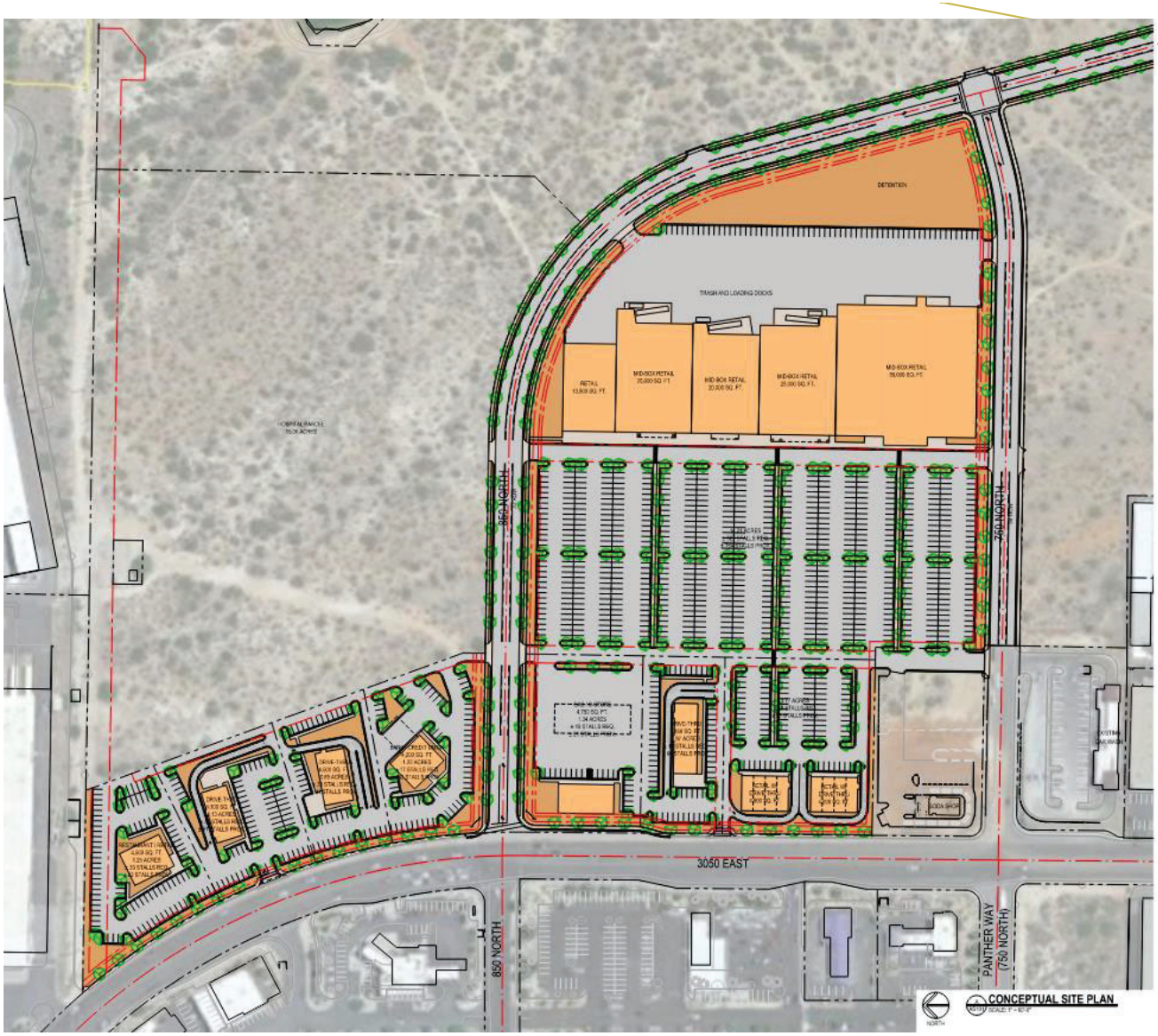
CONCEPTUAL PLAN



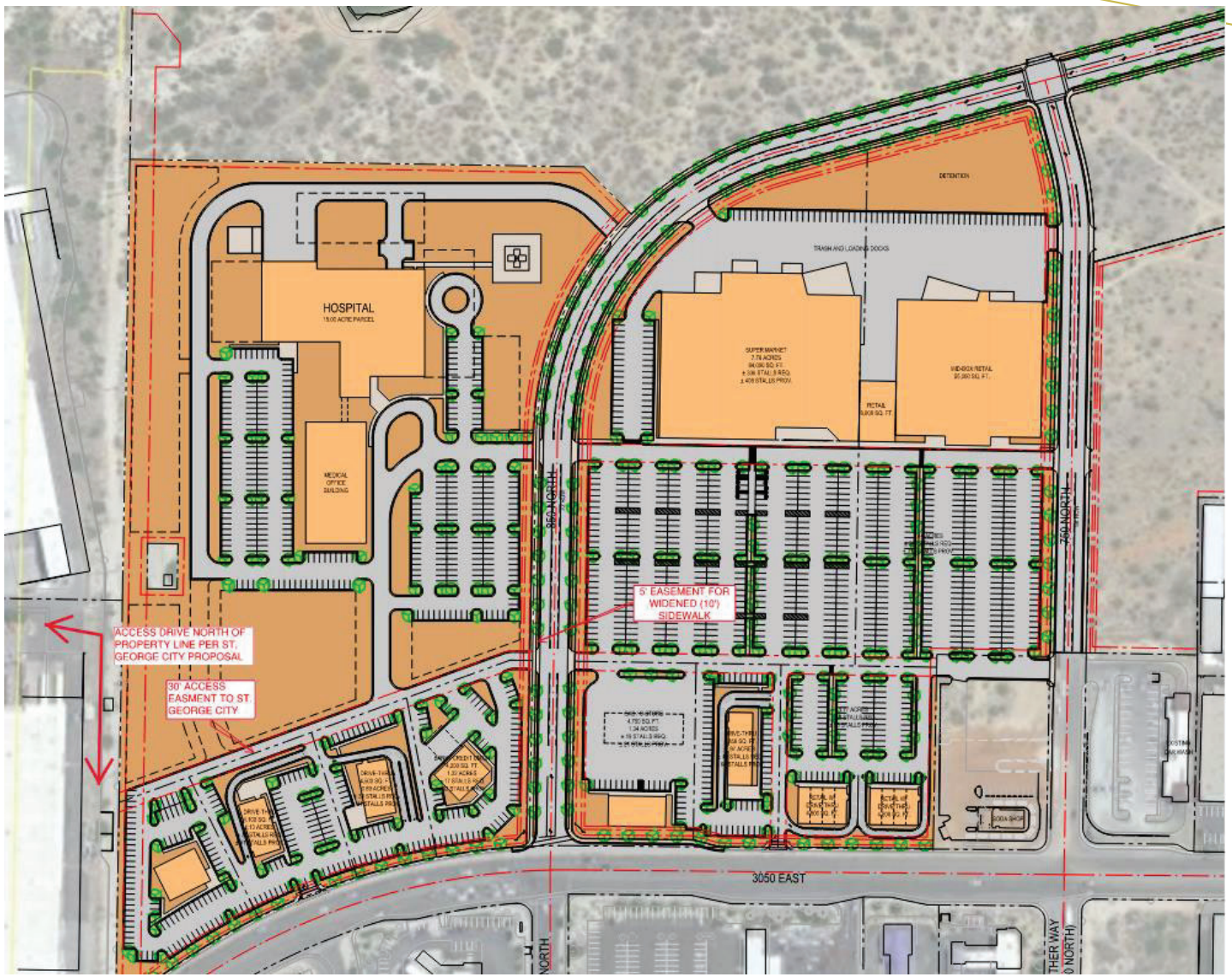


Traffic Study

CONCEPTUAL SITE PLAN

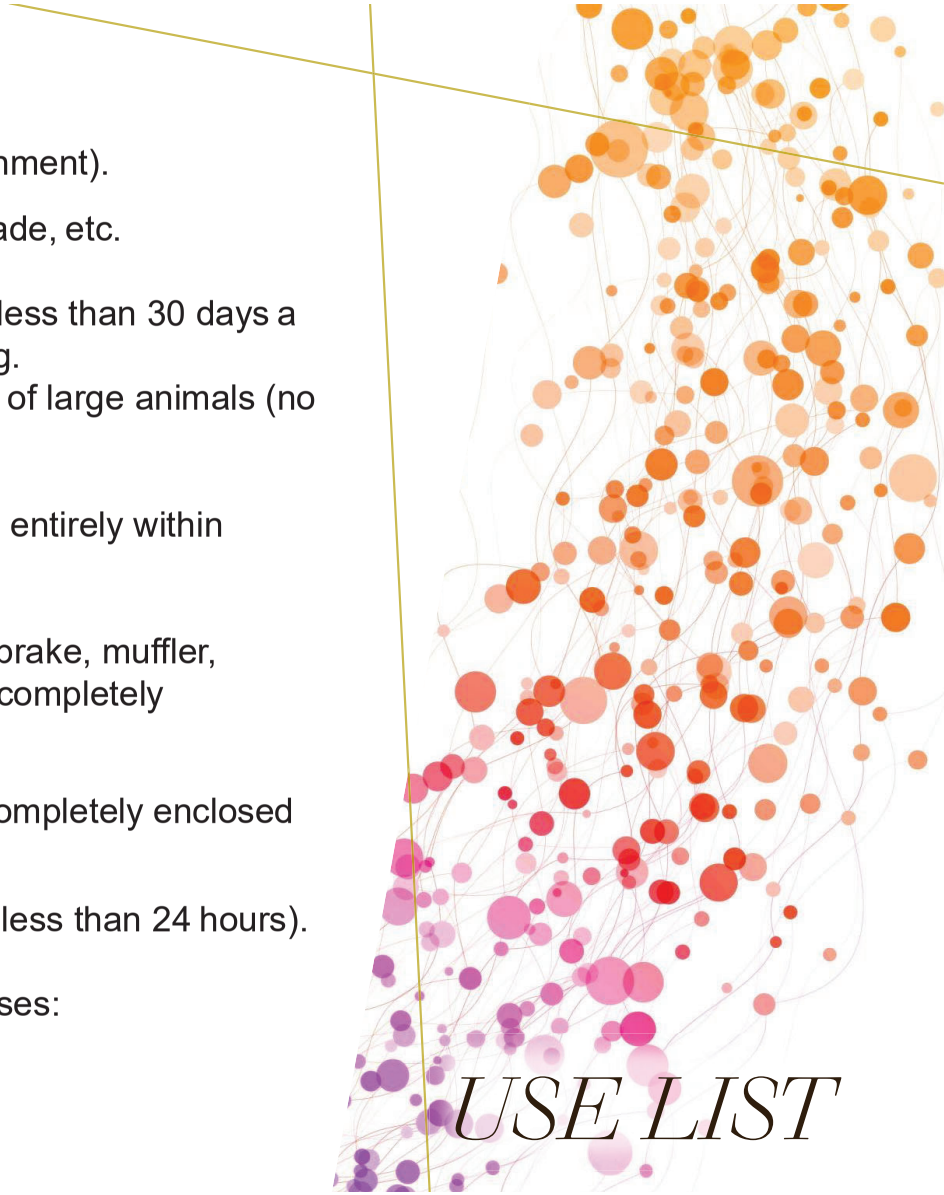


CONCEPTUAL SITE PLAN



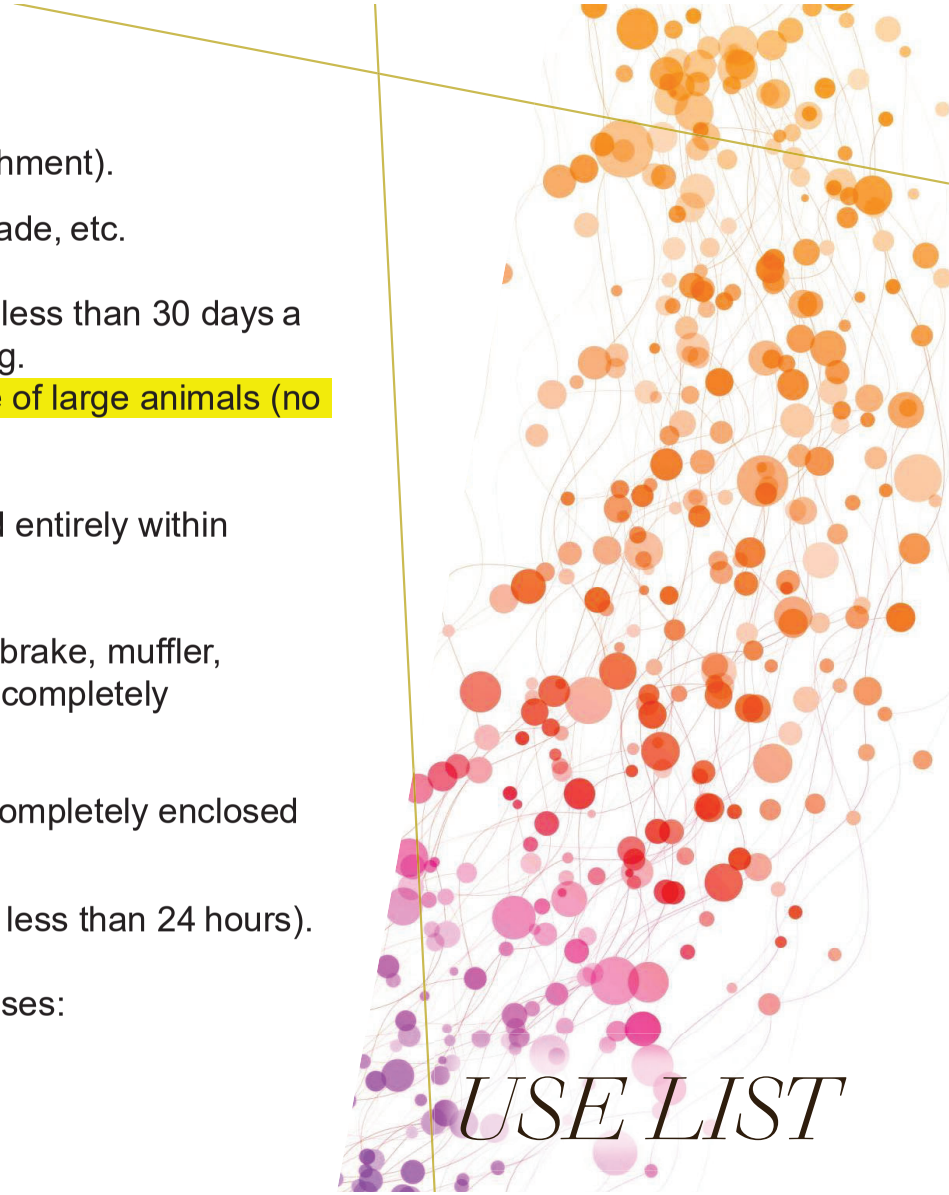
CONCEPTUAL SITE PLAN WITH HOSPITAL

- Alcohol establishments, including the following:
  - Off-premise beer retailer.
  - Microbrewery or micro winery (with restaurant or bar establishment).
- Ambulance service.
- Indoor amusement activities such as paintball, miniature golf, arcade, etc.
- Animal Services including the following:
  - Animal boarding/care for small animals only and boarded for less than 30 days a year; provided, conducted completely within enclosed building.
  - Animal hospital and veterinary clinic, including overnight care of large animals (no boarding).
- Automobile and vehicle services, limited to the following uses:
  - Automobile parts sales (new parts only); provided, conducted entirely within completely enclosed building.
  - Automobile rental (vehicles up to 26’ in length)
  - Automobile repair, storage, including paint, body and fender, brake, muffler, upholstery, or transmission work; provided, conducted within completely enclosed building.
  - Car wash.
  - Tire sales and services; provided, conducted entirely within completely enclosed building.
- Convenience markets with gas pumps/gas stations.
- Counseling center, mental health, alcohol, drugs (non-residential, less than 24 hours).
- Financial, medical, and professional offices.
- Food service establishments, including the following and similar uses:
  - Catering establishment.
  - Restaurant.
  - Drive-thru.



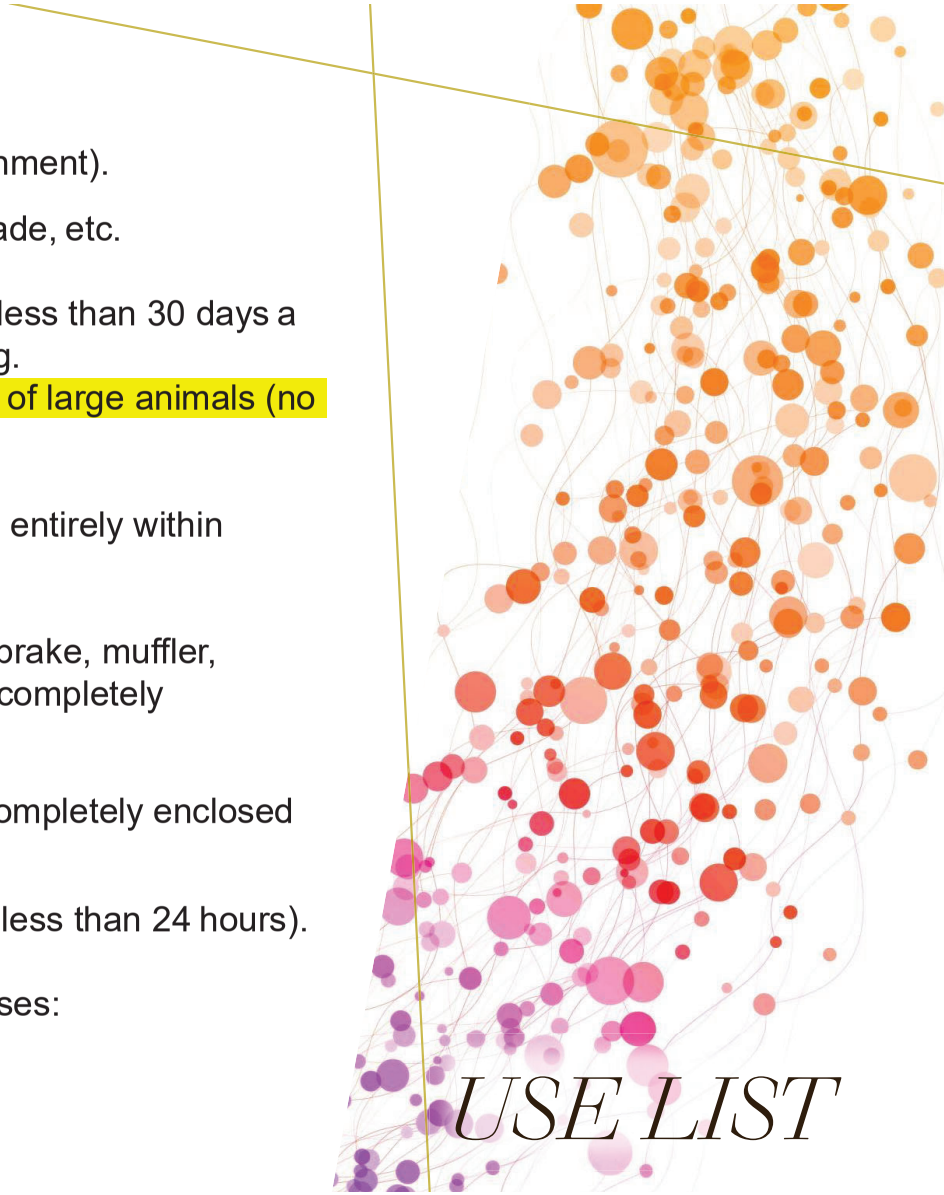
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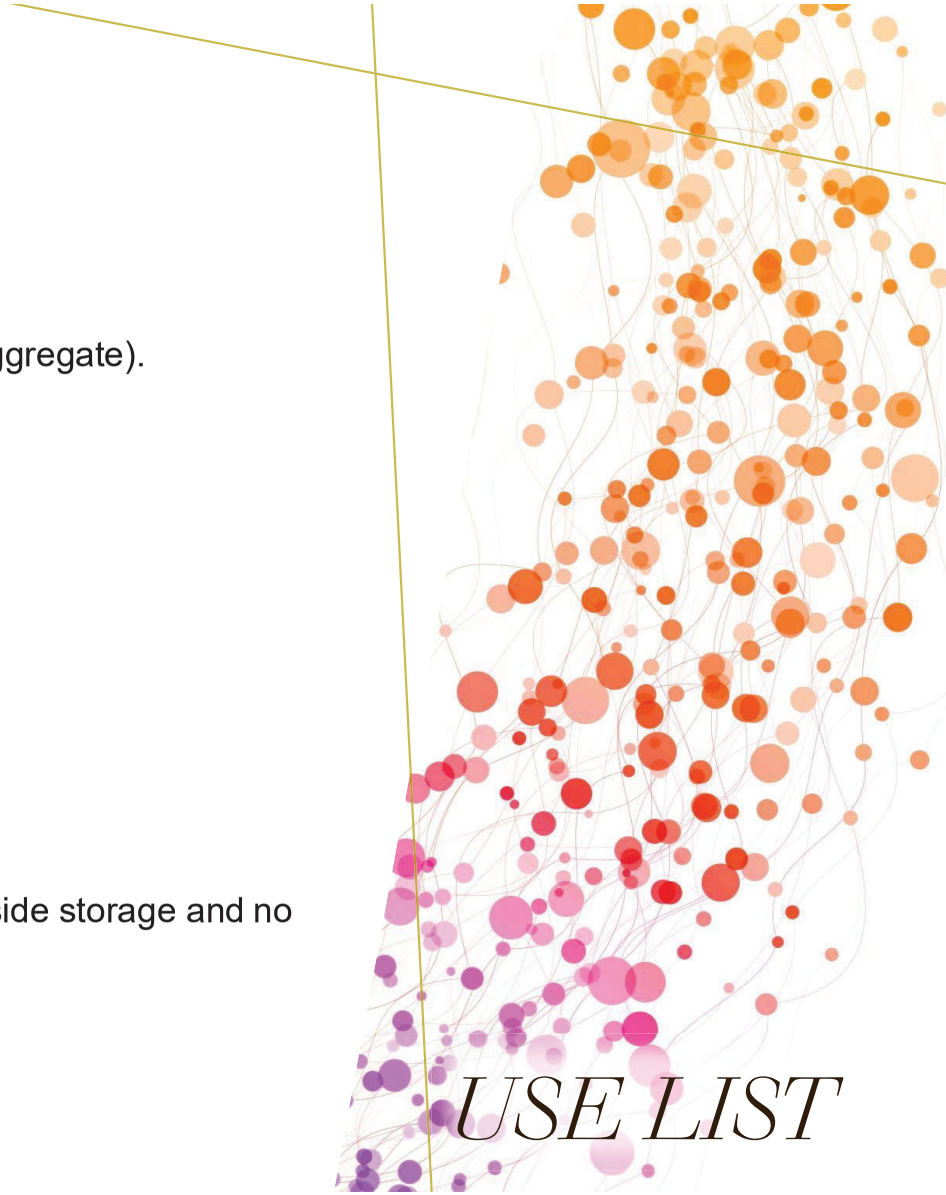
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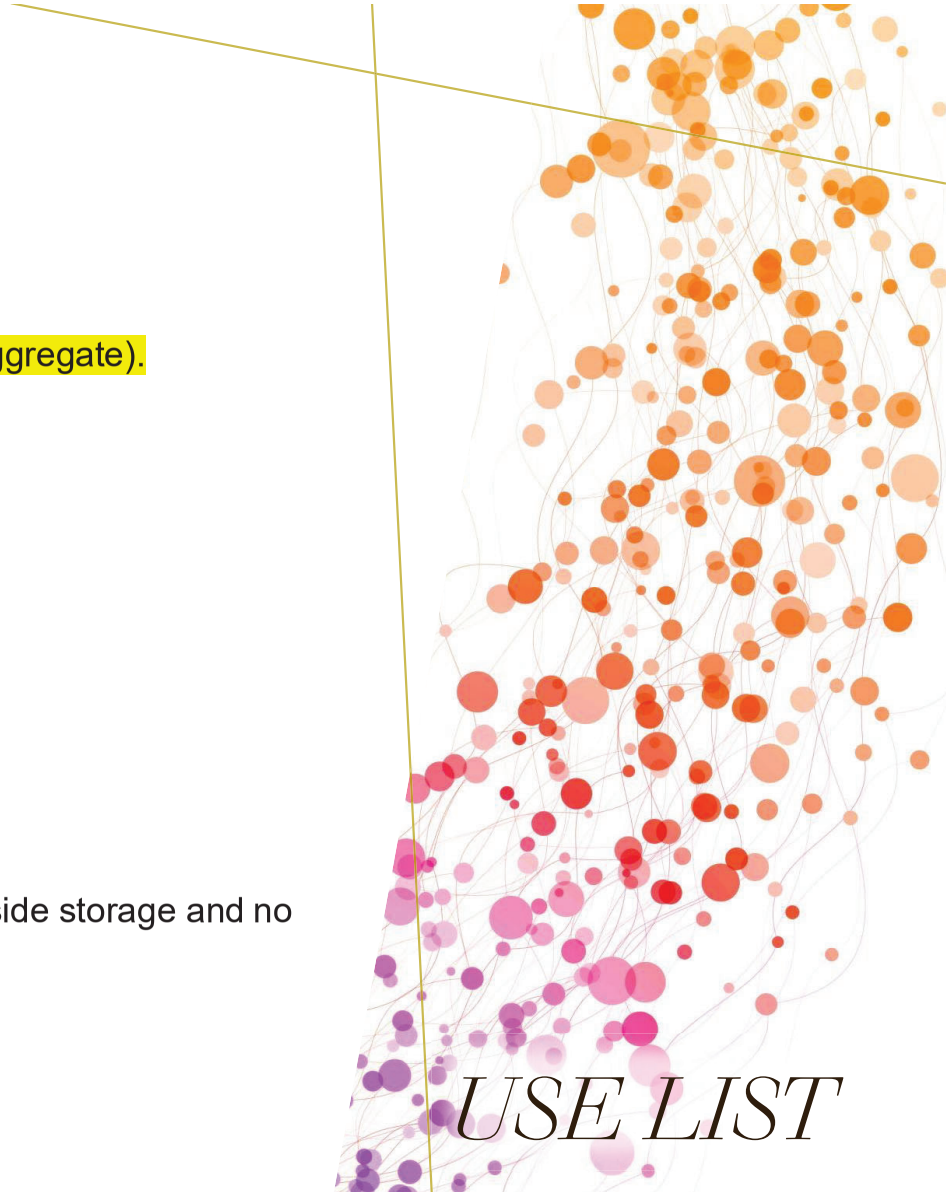
USE LIST

- Government facilities and public services.
- Hospital.
- Hotel/Motel.
- Nursing home.
- Offices.
- Large floor area building (20,000 sq. ft. or more ground floor aggregate).
- Retail shops:
  - Antique store.
  - Athletic and sporting goods store.
  - Department store.
  - Drive-through sales (pharmacy, dairy products, etc.)
  - Furniture sales and repair.
  - Household appliance sales and service.
  - Paint or wallpaper store.
  - Pawnshop.
  - Seed and feed store (retail).
  - Specialty sales (medical equipment/supplies).
  - Supermarket/grocery store.
  - Thrift shop/second hand store/ consignment store (no outside storage and no drop-off of items during the hours the business is closed).
  - Vegetable stand.
- Payday lending/title lending.



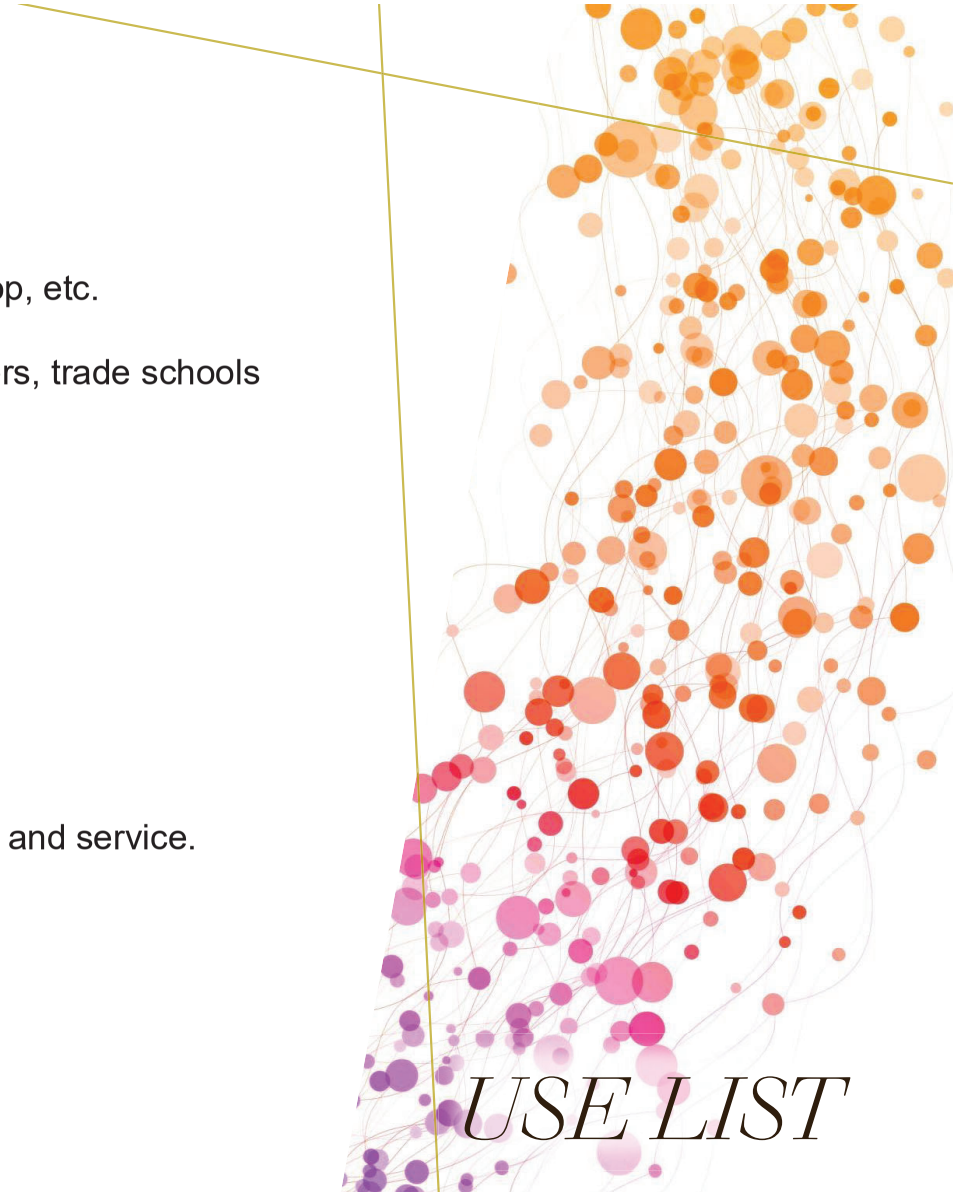
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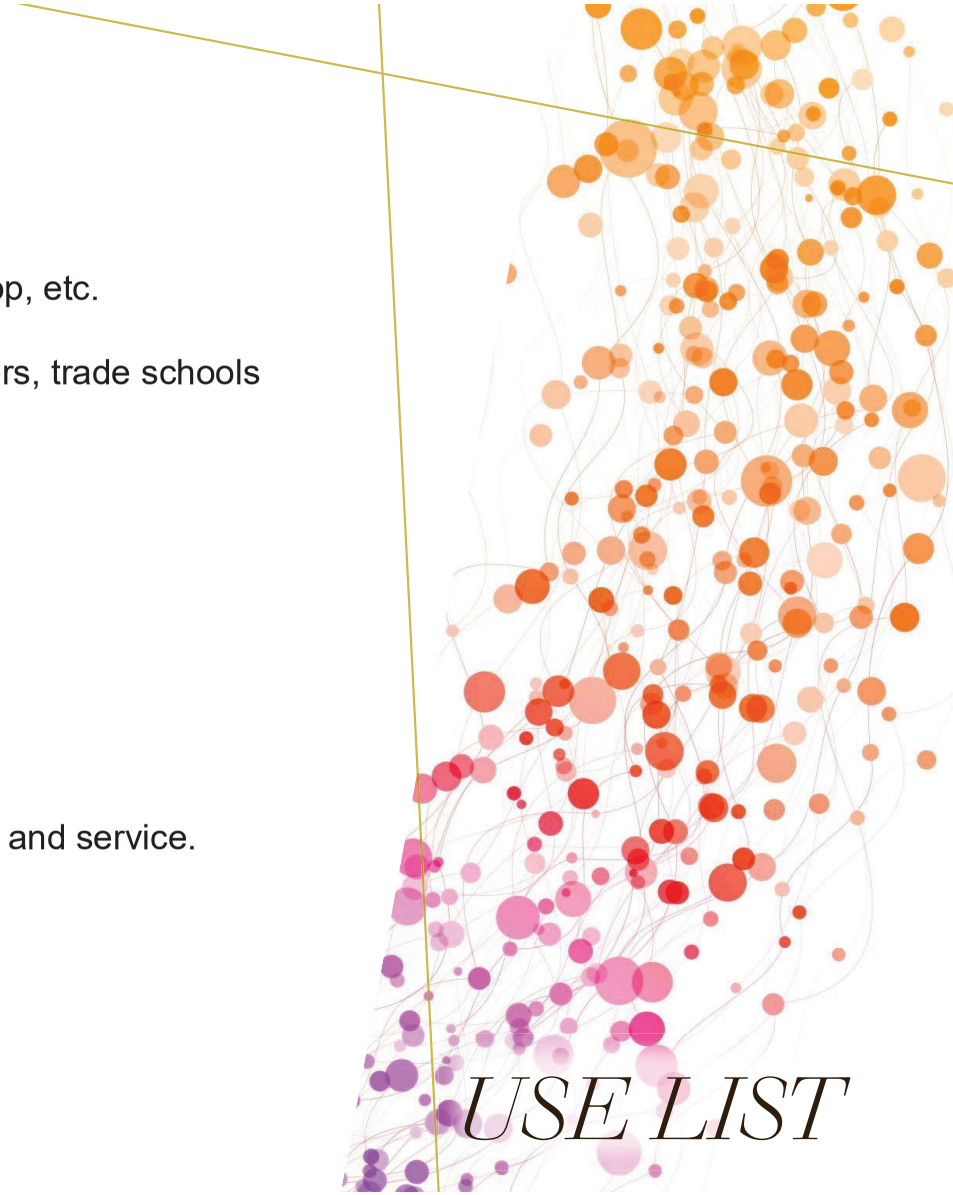
USE LIST

- Service Businesses, limited to the following:
  - Body piercing, ancillary to permitted use.
  - Carpet and rug cleaning.
  - Child care center.
  - Construction trade services, plumbing shop, electric shop, etc.
  - Crematorium, independent human.
  - Educational institutions, schools, college, learning centers, trade schools (no residential or 24-hour facilities).
  - Gunsmith.
  - Janitor service and supply.
  - Locksmith.
  - Mortuary.
  - Cosmetic services.
  - Personal care services.
  - Personal instruction services.
  - Pest control and extermination.
  - Pet grooming.
  - Printing, lithographing, publishing, or reproduction sales and service.
  - Psychic, tarot card reader, fortune teller, hypnotist, etc.
  - Sign sales.
  - Tattoo establishment.
- Transportation, limited to the following uses:
  - Bus terminal.
  - Taxi/shuttle service.



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- Transportation, limited to the following uses:
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USE LIST

Planning Commission recommended approval of this Zone Change with the following conditions:

1. The following uses be removed:
   a) Car wash
   b) Large floor area building (20,000 sq. ft. or more ground floor aggregate)
   c) Crematorium, independent human
2. Permitted with Standards (PS) is added to the Animal hospital and veterinary clinic, including overnight care of large animals (no boarding) use.
3. The applicant meets all requirements found in Section 10-8D of the Zoning Regulations.
4. If the traffic study produces any concerns, they will be mitigated by staff during the site plan review process.
5. The applicant will work with staff on the accesses into Washington City.



The draft traffic study was received, and below are the additional recommendations from staff:

1. Proposed access 3 is located on the inside of a curve. We typically don't allow that unless there are sight restrictions for any buildings, walls, landscaping, etc. within the sight triangle for the intersection. It would be best if access 3 were moved to the straight section of roadway to the south.
2. Proposed access 5 is shown as an offset driveway (i.e., doesn't line up with the Costco driveway across the street) approx. 150 ft away from the opposing driveway. This is too close and should be lined up with the Costco driveway.
3. The proposed project shows two roadway connections to the east which line up with a future Foothill Dr connection and with 840 S, both of which are in Washington City. The southernmost access to 840 S will likely be the one connection built/connected during development of the property. The northern connection may be many years before it's connected, but planning for the possible connection should still occur with this proposed project.
4. The DRAFT study does not address traffic volumes at the intersection of Red Cliffs/3050 E/Green Springs/Telegraph. However, based on the MPO travel demand model, a roadway connection between the proposed project and the Home Depot/Walmart development significantly improves the traffic at the Red Cliffs/3050 E intersection. As such, a driveway connection would need to be included in the dedicated ROW within the proposed project in the case that a connection is built (this would require Washington City to obtain additional easement from Home Depot, which hasn't fully occurred yet). If this driveway connection is constructed, the City will bear the costs of the driveway.
5. The proposed project will need to drain wastewater and storm water to the south between Lots 5 (3243 East) and 6 (3287 East) of the Millcreek Industrial Park. This will require a drainage and utility easement. An additional access for maintenance and public access between these two properties would be a desired improvement in order to provide an additional connection to the existing traffic signal which is located on Deseret Dr/3050 East.
6. If the project is planned to be built in phases, the developer will be required to provide an anticipated schedule of those phases. There are sections or areas of the development, because of storm and sewer drainage, that would need the drainage and utility easement before these specific areas are constructed/finalized. The proposed schedule would provide the City the appropriate information so as to time the approvals with the necessary obtained elements (e.g., easements and roadway connections).
7. Provide a finalized copy of the project's Traffic Study for review.

ORDINANCE NO._____

AN ORDINANCE AMENDING THE CITY ZONING MAP BY AMENDING THE ZONE FROM C-3 (GENERAL COMMERCIAL), M-1 (MANUFACTURING), AND R-1-10 (SINGLE FAMILY RESIDENTIAL MINIMUM LOT SIZE 10,000 SQUARE FEET) TO PD-C (PLANNED DEVELOPMENT COMMERCIAL) ON APPROXIMATELY 26.99 ACRES LOCATED EAST OF 3050 EAST STREET AND NORTH OF 750 NORTH.

(St. George White Hills Commercial Development)

WHEREAS, the property owner has requested a zone change from C-3 (General Commercial), M-1 (Manufacturing), and R-1-10 (Single Family Residential Minimum Lot Size 10,000 Square Feet) To PD-C (Planned Development Commercial) on approximately 26.99 acres located east of 3050 East Street and north of 750 North; and

WHEREAS, the Planning Commission held a public hearing on the requested zone change; and

WHEREAS, the City Council held a public meeting on this request on December 2, 2021; and

WHEREAS, the City Council has determined that the requested amendment to the Zoning Map is justified at this time, and is in the best interest of the health, safety, and welfare of the citizens of the City of St. George.

NOW, THEREFORE, BE IT ORDAINED, by the St. George City Council, as follows:

Section 1. Repealer. Any provision of the St. George City Code found to be in conflict with this Ordinance is hereby repealed.

Section 2. Enactment. The City Zoning Map is hereby ordered to be changed from C-3 (General Commercial), M-1 (Manufacturing), and R-1-10 (Single Family Residential Minimum Lot Size 10,000 Square Feet) To PD-C (Planned Development Commercial)on approximately 26.99 acres located east of 3050 East Street and north of 750 North. The location of the zone change is more specifically described on the attached property legal description, incorporated herein as Exhibit "A", and parcel exhibit, incorporated herein as Exhibit "B".

Section 3. Severability. If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section 4. Effective Date. This Ordinance shall take effect immediately on the date executed below, and upon posting in the manner required by law.

APPROVED AND ADOPTED by the St. George City Council, this 2nd day of December 2021.

_____
Michele Randall, Mayor

ATTEST:

_____
Christina Fernandez, City Recorder

Exhibit "A" – Legal Description

ROSENBERG ASSOCIATES™
CIVIL ENGINEERS LAND SURVEYORS

Exhibit "A"

Beginning at a point on the section line, said point being North 89°02'41" West 1,939.76 feet along the section line from the Northeast Corner of Section 22, Township 42 South, Range 15 West, Salt Lake Base & Meridian, and running;

thence South 20°00'00" East 686.01 feet;
thence South 00°57'19" West 37.08 feet;
thence South 89°02'41" East 367.00 feet;
thence Southeast 691.39 feet along an arc of a 535.00 foot radius curve to the right (center bears South 00°57'19" West, long chord bears South 52°01'20" East 644.28 feet with a central angle of 74°02'41");
thence South 15°00'00" East 479.26 feet;
thence South 75°00'00" West 164.40 feet;
thence West 148.68 feet along an arc of a 530.00 foot radius curve to the right (center bears North 15°00'00" West, long chord bears South 83°02'12" West 148.20 feet with a central angle of 16°04'24");
thence North 88°55'36" West 680.37 feet;
thence North 01°04'24" East 60.01 feet;
thence North 88°55'36" West 7.27 feet;
thence North 01°06'37" East 186.30 feet;
thence North 88°53'23" West 321.19 feet to the easterly line of 3050 East Street;
thence Northerly the following (2) courses along said easterly line of 3050 East Street
thence North 00°33'06" East 595.81 feet;
thence North 818.57 feet along an arc of a 1,137.07 foot radius curve to the left (center bears North 89°27'00" West, long chord bears North 20°04'24" West 801.00 feet with a central angle of 41°14'48") to the section line;
thence South 89°02'41" East 346.19 feet along said section line to the Point of Beginning.

Containing 1,175,690 square feet or 26.99 acres.



Exhibit "B" – Parcel Exhibit

